

# **Exhibit 5**

March 04, 2019

1

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE: )  
)  
CATHODE RAY TUBE (CRT) )  
ANTITRUST LITIGATION ) Master File No.:  
) 07-CV-5944-JST  
)  
) MDL No. 1917  
)  
)  
)

VIDEOTAPED DEPOSITION OF ZHANG WENKAI

HIGHLY CONFIDENTIAL

VOLUME I

MONDAY, MARCH 4, 2019

AT: 09.00 a.m.

Taken at:

Kobre & Kim  
6/F ICBC Tower  
3 Garden Road  
Central  
Hong Kong

Court Reporter:

Amanda Tolton  
Accredited Real-time Reporter

March 04, 2019

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1 documents I have reviewed. Irico USA is managed or  
2 controlled by a person whose name is Liu Feng, L-I-U  
3 F-E-N-G. I was told Mr. Liu Feng is a government  
4 officer from Ministry of Finance. He is the actual  
5 person who managed Irico USA. So, as a result, the  
6 Irico Group have no access to manage Irico USA. As a  
7 result, in the end, Irico USA was illegally  
8 transferred by Mr. Liu Feng. And then, in the  
9 meantime, Irico Group can do nothing. That's roughly  
10 about the background.

11 Q. What is the relationship between Irico USA  
12 Inc. and Irico Display?

13 A. They have no relationship at all.

14 Q. Mr. Zhang, Irico Group was an initial  
15 investor in Irico USA, correct?

16 A. What time frame are you referring to?

17 Q. 1995 and 1996.

18 A. Are you asking that in between 1995 and 1996  
19 whether Irico Group have a -- has a share of Irico  
20 USA?

21 Q. Yes.

22 A. From the auditing report we have reviewed,  
23 the answer is, "yes."

24 Q. Mr. Zhang, you're familiar with CNEIECC, the  
25 China National Electronics Import & Export Caihong

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1 Company, correct?

2 A. What do you mean, "familiar"? In which  
3 regard, when you are saying "familiar"?

4 Q. I'm talking about the relationship between  
5 the companies, which is Topic 16 of the 30(b)(6)  
6 notice.

7 What is CNEIECC's relationship with  
8 Irico Group?

9 A. In what time frame were you referring to?

10 Q. During the class period.

11 A. During that period, these are the two  
12 totally independent legal person or legal institute.  
13 CNEIECC's shareholder is hold by the  
14 China National Electronics Import & Export Company.  
15 And the whole shareholder or the only investors is  
16 the people -- the department, State Department of the  
17 People's Republic of China.

18 CHECK INTERPRETER: It should be "state  
19 counsel."

20 INTERPRETER: State counsel.

21 MR. HWU: Can I ask the interpreter --

22 COURT REPORTER: You need to use the  
23 microphone.

24 VIDEOGRAPHER: You need to speak up, please.

25 MR. HWU: Can I ask the interpreter to try

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1 that again? Thank you.

2 A. Okay. And then the only shareholder from --  
3 the only shareholder --

4 INTERPRETER: Oh, okay.

5 A. The only investor for Irico Group is the  
6 state counsel of People's Republic of China.

7 BY MR. BENZ:

8 Q. Okay. And what is CNEIECC's relationship  
9 with Display?

10 A. Just the buyer and the seller. No, it's  
11 not -- no shares involved between these two company.

12 Q. Mr. Zhang, is it fair to say that Irico USA  
13 Inc. was a joint venture by Group and CNEICCC?

14 MR. HWU: Can I try -- can I ask the  
15 interpreter to try again.

16 INTERPRETER: Sure.

17 VIDEOGRAPHER: You need to speak up.

18 MR. HWU: Can I ask the interpreter to  
19 render that one more time?

20 INTERPRETER: Sure.

21 MR. HWU: Thank you.

22 (Interpreter re-translates.)

23 MR. HWU: CNEICCC should be (Chinese  
24 spoken.)

25 INTERPRETER: Oh, yes, yes.

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1 (Interpreter re-translates.)

2 A. I'm not aware that Irico USA's joint  
3 venture, because all the knowledge regarding Irico  
4 USA was from the auditing document I have reviewed  
5 and none of those document mentioned this issue.  
6 Because all the knowledge I have obtained were from  
7 those auditing report.

8 MR. BENZ: Drew, why don't we take a break,  
9 and then we'll do another stretch before lunch?

10 MR. LUCARELLI: Okay, sounds good. Thanks.

11 VIDEOGRAPHER: One second, please. This  
12 marks the end of Media No. 3 in the deposition of  
13 Zhang Wenkai. Going off the record. The time is  
14 11.19.

15 (11.19 a.m.)

16 (Break taken.)

17 (11.32 a.m.)

18 VIDEOGRAPHER: We are back on the record.  
19 Here begins Media No. 4 in the deposition of  
20 Zhang Wenkai. The time is 11:32.

21 BY MR. BENZ:

22 Q. Mr. Zhang, we're still on Topic 16.

23 Do you have an understanding as to why  
24 CNEIECC was created?

25 A. CNEIECC? I'm not quite sure. I don't know.

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1           A. So there is no option. We have to follow  
2 every act stated by the government.

3 BY MS. FU:

4           Q. So with regard to the types of documents  
5 that Irico -- strike that.

6                     Without limiting to the 1995 through 2008  
7 time period, does Irico transfer documents or records  
8 to the government?

9           MR. LUCARELLI: Object to form.

10                    INTERPRETER: The witness is asking the  
11 interpreter to repeat the question.

12                    (Interpreter re-translates.)

13           A. I'm not quite sure regarding documents or  
14 records, but I'm pretty positive sure that we never  
15 transfer our financial document to the government, or  
16 financial receipts.

17 BY MS. FU:

18           Q. Without limiting to the 1995 through 2008  
19 time period, does Irico transfer its document to any  
20 third parties?

21           A. The same as the previous question: I'm not  
22 quite sure we have ever transferred those documents  
23 or record to the third party, but I'm quite sure that  
24 we never transferred those original financial record  
25 to the third party.

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1 Q. So we talk about this retention policy with  
2 regard to hard documents for the time period from  
3 1995 to 2008. Does Irico have a document retention  
4 policy today?

5 A. It is the document retention system I  
6 mentioned.

7 Q. Is the document retention policy that Irico  
8 has today the same as when it had during 1995 to  
9 2008?

10 A. I don't know.

11 Q. In connection with this litigation, did  
12 Irico issue a litigation hold notice requesting its  
13 employees do not destroy any potentially discoverable  
14 documents or data?

15 A. In what time frame are you referring to  
16 regarding this notice?

17 Q. I'm referring to when Irico was served with  
18 the plaintiff's complaints.

19 A. We did not aware that it is something we  
20 need to do.

21 Q. When did Irico know it was a party to this  
22 lawsuit?

23 A. I don't remember the exact date, but maybe  
24 around 2007 or 2008.

25 Q. So is it your testimony today that from



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1 around 2007 to 2008 until present Irico never issued  
2 a written notice to its employees requesting them not  
3 destroy any potentially discovery documents or data?

4 MR. LUCARELLI: Object to form.

5 A. Should I answer? Yes. Because I involve  
6 this -- this case since 2017. So back in 2007 and  
7 2000 -- or 2008, whether we have issued such notice,  
8 I have no knowledge about it. So based on my  
9 understanding, after I joined the case from 2017, we  
10 never issue an official notice with that regard.  
11 However, in various meeting, we did mention something  
12 like that.

13 BY MS. FU:

14 Q. Mr. Zhang, I'm not asking about your  
15 personal knowledge. I'm asking: Has Irico ever  
16 issued a written policy -- strike that.

17 I'm asking: Has Irico ever issued a written  
18 legal notice requesting its employees not destroy any  
19 potential discovery documents or data?

20 A. Let me think about it. I'm not quite sure  
21 with regard to whether we issued such as a notice  
22 back in 2007 or 2008.

23 Q. Did you have any discussion with internal  
24 employees about this topic?

25 A. You mean not to destroy those potential

1 documents?

2 Q. Correct.

3 A. Yeah, we did mention that during the  
4 meeting.

5 Q. What was discussed?

6 A. That is ask everybody to maintain the  
7 existing document and cannot amend or modify or  
8 delete those documents.

9 Q. When was that meeting held?

10 A. Should be early September 2017. On the  
11 first floor in our Group building or Group office.

12 Q. Are you aware of any prior discussions  
13 before that meeting?

14 MR. LUCARELLI: Object to form.

15 A. I don't know.

16 Can we take a break?

17 BY MS. FU:

18 Q. No. How about in ten minutes; is that okay?

19 A. Okay.

20 Q. Mr. Zhang, do you understand that as part of  
21 this litigation, plaintiffs have served a  
22 jurisdictional discovery request to Group and  
23 Display?

24 Check interpreter.

25 Let me repeat that question. Do you

1 understand, as part of this litigation, plaintiffs  
2 have served jurisdictional discovery requests to  
3 Group and Display?

4 INTERPRETER: The witness is asking the  
5 interpreter to repeat the question.

6 (Interpreter re-translates.)

7 A. Yes, I do aware.

8 BY MS. FU:

9 Q. Do you have an understanding of the attempts  
10 Irico made to locate documents responsive to  
11 plaintiff's discovery request?

12 A. I'm not quite sure I follow your question.  
13 Are you asking me how I search those documents?

14 Q. Do you understand that in response to  
15 plaintiff's discovery request, Irico has produced  
16 documents and provided information in this case?

17 A. I do aware that Irico is supposed to  
18 provide -- I do aware that Irico is supposed to  
19 provide relevant information based on the reasonable  
20 and the legitimate request from the plaintiff.

21 Q. And is it your understanding that Irico has  
22 produced certain documents and provided certain  
23 information responsive to plaintiff's discovery  
24 requests?

25 MR. LUCARELLI: Object to form.

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## 1 CERTIFICATE OF COURT REPORTER

2  
3 I, Amanda Tolton, an Accredited Real-time Reporter,  
4 hereby certify that the testimony of the witness  
5 Zhang Wenkai in the foregoing transcript, numbered  
6 pages 1 through 116, taken on this 4th day of March,  
7 2019 was recorded by me in machine shorthand and was  
8 thereafter transcribed by me; and that the foregoing  
9 transcript is a true and accurate verbatim record of  
10 the said testimony.

11  
12 I further certify that I am not a relative, employee,  
13 counsel or financially involved with any of the  
14 parties to the within cause, nor am I an employee or  
15 relative of any counsel for the parties, nor am I in  
16 any way interested in the outcome of the within  
17 cause.

18  
19  
20 Signed:*Amanda Tolton*

21 Name: Amanda Tolton

22 Date: .....  
23  
24  
25

## **Exhibit 6**

March 05, 2019

1

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
San Francisco Division

IN RE: )  
)  
CATHODE RAY TUBE (CRT) ) Master File No.  
ANTITRUST LITIGATION ) 07-CV-5944-JST  
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) MDL No. 1917  
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DEPOSITION OF ZHANG WENKAI

HIGHLY CONFIDENTIAL

VOLUME II

Tuesday, March 5th, 2019

AT: 9.05 am

Taken at:

Kobre & Kim  
6/F ICBC Tower  
3 Garden Road  
Central  
Hong Kong

Court Reporter:

Bron Williams  
Accredited Real-time Reporter

March 05, 2019

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1 look like that. I did find some former CNEICC employees who  
2 switched job and worked for Irico. Because what they told  
3 me is that CNEICC not only purchased products from Irico and  
4 export to overseas, but also import some raw materials for  
5 Irico. On top of that they also conduct other trading  
6 business as well.

7 BY MS. FU:

8 Q. What other trading business? Can you  
9 describe?

10 A. He was not quite sure, but he did mention the  
11 CNEICC's import certain audio equipment.

12 Q. Who was this employee you talked to?

13 A. Mr. Hao Xiao Jin.

14 INTERPRETER: H-A-O X-I-A-O J-I-N.

15 A. It is a female. Ms. Hao Xiao Jin.

16 BY MS. FU:

17 Q. Did you talk to any other former CNEICC  
18 employees?

19 A. This is the only person I found and connected.

20 Q. Why does the company CNEICC's name have  
21 Irico's trademark Caihong in it?

22 A. I'm not quite sure about that, but the fact is  
23 that the Caihong, this name in China is very popular. You  
24 can find this in the market place, in shopping mall, in the  
25 food court. This is a very popular name. So I really don't

1 know. Why --

2 Q. Are you saying it is a coincidence that the  
3 name CNEICC has Irico's trademark Caihong in it?

4 MR. LUCARELLI: Object to form.

5 A. I didn't say it is a coincidence. Could be,  
6 or could be not, but the Chinese characters are identical.  
7 Just that. There are several bridges called Caihong, or an  
8 Irico bridge. So we don't have any ownership of those  
9 bridges.

10 Q. During what time period did CNEICC handle  
11 Irico's import and export business?

12 A. The establishment of CNEICC is not solely for  
13 the Irico's import and export business. They would do the  
14 business based on their business plan. And also the fact is  
15 that during the class period, we have no control of CNEICC  
16 at all. So I really cannot answer in what period they  
17 handled the Irico import and export.

18 Q. Are you aware that your attorneys have told us  
19 that CNEICC handled all Irico's export and import until  
20 September 2004?

21 MR. LUCARELLI: Object to form.

22 INTERPRETER: Can I clarify? Did you say 2014, or  
23 2004?

24 BY MS. FU:

25 Q. 2004.



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1 INTERPRETER: (Chinese spoken).

2 A. In what form did our attorney inform you  
3 regarding that?

4 BY MS. FU:

5 Q. Through discovery responses.

6 A. First of all, I really don't know where -- in  
7 what form our attorney informed you that, and the fact is  
8 that I was not there when our attorney informed you this  
9 information.

10 Then if our attorney did produce that information,  
11 plus the fact that the information came from my position,  
12 then it is a fact.

13 Correction, is --

14 (Chinese spoken) --

15 MR. HWU: One moment. I want to make the record  
16 that the witness has just corrected the interpreter's  
17 translation, and directed him to redo it.

18 You may continue.

19 INTERPRETER: Correction --

20 A. It is not the fact -- well, if our attorney  
21 did produce that information, then it is information, as he  
22 said.

23 BY MS. FU:

24 Q. You are the company's designee for those  
25 topics you are designated to testify about, right?

1 business.

2 BY MS. FU:

3 Q. Is it your testimony today that Irico never  
4 tried to export its products?

5 MR. LUCARELLI: Objection, misstates testimony.

6 A. Well, what I mean is that there is no actual  
7 export action or complete export action happen. With regard  
8 to the plan or idea or concept, either in written or in  
9 somebody's mind or somebody's brain, I have no idea. In  
10 People's Republic of China the law only asks us to  
11 responsible, or response to our actions. You don't -- you  
12 are not responsible or liable to your idea or concepts. The  
13 law doesn't reach your heart. So if we go back to  
14 2,000 years ago, then we are responsible for our mind or our  
15 ideas.

16 BY MS. FU:

17 Q. I would like to strike the answer as  
18 non-responsive.

19 MR. HWU: Interpreter, please ...

20 INTERPRETER: (Chinese spoken).

21 BY MS. FU:

22 Q. So CNEICC was independently negotiating  
23 contracts for the sales of CRTs -- strike that.

24 CNEICC never kept records for how much it  
25 exported?

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1 MR. LUCARELLI: Object to form.

2 MS. FU: Strike that question.

3 Q. Irico never kept records of how much it  
4 exported?

5 A. (Chinese spoken).

6 MR. LUCARELLI: Object to form.

7 A. Are you saying Irico kept record of export?

8 BY MS. FU:

9 Q. Irico exported CRTs through CNEICC, correct?

10 MR. LUCARELLI: Object to form.

11 A. As I mentioned earlier, Irico is  
12 a manufacturer, but back in the days where trading or export  
13 is restricted, we cannot export our products. With regard  
14 to our client, for example, CNEICC is one of our key  
15 clients, based on their own individual demand, for example  
16 they want to conduct export, they will come to us and  
17 purchase our product for export. So the statement does not  
18 stand for, like, when you say we export our product through  
19 CNEICC.

20 BY MS. FU:

21 Q. So it is your testimony on behalf of Irico  
22 that Irico did not keep track of exports?

23 MR. LUCARELLI: Objection, misstates testimony.

24 A. I don't think I made that statement. My  
25 statement is that as a manufacturer, Irico never export our

1 products, or we never conduct export business.

2 BY MS. FU:

3 Q. Is it your testimony today that, on behalf of  
4 Irico, that Irico never conducted export business?

5 A. Well, before the government released the  
6 restriction on the international trading, no, we didn't  
7 conduct any export business.

8 Q. When did the government release the  
9 restriction on the international trading?

10 A. Yes, I did look for that answer. It is  
11 a progress. It is not one order and everything changed  
12 overnight. It is a progress and gradual change for over 10  
13 to 20 years. It is a gradually, a slow transition based on  
14 different industry, as well as different regions. So  
15 I really don't know when we can conduct the trading business  
16 by ourselves.

17 Q. When did Irico start to conduct export  
18 business?

19 A. Perhaps it is after 2004, or after 2005, we  
20 did have some export business.

21 Q. Which Irico company conducted export business  
22 on behalf of Irico around after 2004/2005?

23 MR. LUCARELLI: Object to form.

24 A. There were many. For example Xian Cairui,  
25 and -- Xian Cairui.

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1 INTERPRETER: X-I-A-N C-A-I-R-U-I.

2 A. There is another company like Xian Export and  
3 Process Company, I don't recall the exact name.

4 BY MS. FU:

5 Q. Did all these companies export CRTs or CRT  
6 products on behalf of Irico after 2004 or 2005?

7 MR. LUCARELLI: Object to form.

8 A. No, based on our understanding, they basically  
9 are selling the fluorescent powders or the raw materials  
10 only. The reason I have that information is because  
11 I searched some of the data from the Customs.

12 I remember those export orders files follow the  
13 number 09, and then I asked the Customs officers, 09  
14 represents kilograms.

15 So as a result of that, obviously it is not  
16 something like CRT. Because CRT's unit is by pieces, not by  
17 kilogram.

18 And also the fact that the products Irico produced  
19 cannot satisfy the demand in domestic market.

20 So our primary market is domestic market. If  
21 there are any export, the amount should be very, very small,  
22 or even none. The best source is the accounting or finance  
23 record.

24 MR. LUCARELLI: Counsel, we have been going almost  
25 an hour and a half. Can we take a break now?

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1 left CNEICC then she joined Irico. I do not remember the  
2 exact date when she left CNEICC.

3 Q. So it is your understanding that Liang Yuan  
4 was never employed by Irico before 2004?

5 MR. LUCARELLI: Object to form.

6 A. To my impression, yes, that's a fact. But we  
7 should refer to her profile.

8 BY MS. FU:

9 Q. Who created those profiles?

10 A. Ling Shaobao.

11 Q. What was his job position?

12 A. He left the company at the end of 2018.

13 Q. What was his job position?

14 A. He was one of the business directors at the  
15 department of human resources.

16 Q. Do you know what he did to prepare those  
17 profiles?

18 MR. LUCARELLI: Object to form.

19 A. I don't know. He just passed me the  
20 information he has compiled.

21 BY MS. FU:

22 Q. So your knowledge about Liang Yuan's work  
23 history was entirely based on those profiles that Mr. Lian  
24 Shaobao created, correct?

25 MR. LUCARELLI: Object to form.

1 A. Yes.

2 BY MS. FU:

3 Q. So you mentioned Mr. Lian Shaobao left Irico  
4 at the end of 2018. Do you know where he is now?

5 A. I don't know the exact agency or institute.

6 Q. Going back to Exhibit 8397, the contract shows  
7 Irico sold 5,040 pieces of 14-inch CPTs, and 800 pieces of  
8 21-inch CPTs to CNEICC. Do you see that?

9 A. Yes.

10 Q. Did Irico -- strike that.

11 Irico sold these CPTs to CNEICC for export,  
12 correct?

13 MR. LUCARELLI: Object to form.

14 A. No.

15 BY MS. FU:

16 Q. Can you explain?

17 A. Because we have no knowledge regarding what  
18 this trading company or import/export company is going to do  
19 with the products they bought.

20 Q. So you don't know what CNEICC -- strike that.

21 So you don't know what Caihong National  
22 Electronics Import and Export Company did with the tubes it  
23 bought from Irico?

24 MR. LUCARELLI: Object to form.

25 A. Yes, we don't know.

1 BY MS. FU:

2 Q. Can you describe how a contract like this was  
3 negotiated between Irico and CNEICC?

4 MR. LUCARELLI: Object to form. This is a sales  
5 contract. This is outside the scope we have designated  
6 Mr. Zhang for.

7 MS. FU: This goes to the relationship between  
8 Irico and CNEICC.

9 A. Could you please repeat your question one more  
10 time.

11 BY MS. FU:

12 Q. Can you describe how a contract like this was  
13 negotiated between Irico and CNEICC?

14 MR. LUCARELLI: Same objection.

15 A. I don't know how they negotiate.

16 BY MS. FU:

17 Q. But you testified earlier that their  
18 relationship was completely customer and seller, correct?

19 A. Yes.

20 MS. FU: We can take a quick break.

21 VIDEOGRAPHER: This marks the end of media number  
22 6 in the deposition of Zhang Wenkai volume II. Going off  
23 the record, the time is 2.13.

24 (Break taken.)

25 VIDEOGRAPHER: We are back on the record. Here



March 05, 2019

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## CERTIFICATE OF COURT REPORTER

I, Bron Williams, an Accredited Real-time Reporter, hereby certify that the testimony of the witness ZHANG WENKAI in the foregoing transcript, numbered pages 1 through 64, taken on this 5th day of March, 2019 was recorded by me in machine shorthand and was thereafter transcribed by me; and that the foregoing transcript is a true and accurate verbatim record of the said testimony.

I further certify that I am not a relative, employee, counsel or financially involved with any of the parties to the within cause, nor am I an employee or relative of any counsel for the parties, nor am I in any way interested in the outcome of the within cause.

Signed: *Bron Williams*

Name: Bron Williams

Date: .....

## **Exhibit 7**

March 06, 2019

1

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
San Francisco Division

IN RE: )  
)  
CATHODE RAY TUBE (CRT) ) Master File No.  
ANTITRUST LITIGATION ) 07-CV-5944-JST  
)  
) MDL No. 1917  
)  
)  
)

DEPOSITION OF WANG ZHAOJIE

HIGHLY CONFIDENTIAL

VOLUME I

Wednesday, March 6th, 2019

AT: 9.08 am

Taken at:

Kobre & Kim  
6/F ICBC Tower  
3 Garden Road  
Central  
Hong Kong

Court Reporter:

Bron Williams  
Accredited Real-time Reporter

1 Q. Since July 2013, you have been general manager  
2 of Irico Smart Lighting Company, correct?

3 A. Yes.

4 Q. Okay. Do you know the company Hefei Rainbow  
5 Blu-ray Technology Company?

6 MS. FU: (Chinese spoken).

7 A. Yes.

8 BY MR. BENZ:

9 Q. What is it?

10 A. A company produce LD.

11 Q. What is LD? Liquid display?

12 A. No.

13 Q. What is LD?

14 A. LED.

15 Q. LED what?

16 A. The chip for LED.

17 Q. Okay. Does Hefei Rainbow Blu-ray Technology  
18 Company have any relationship with Irico Display?

19 A. No.

20 MR. PLUNKETT: Objection, vague.

21 BY MR. BENZ:

22 Q. Mr. Wang, have you had any other job titles  
23 since July 2013?

24 A. After July 2013, I work at Hefei for a while,  
25 before I joined this -- the smart lighting company.

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1 Q. What was your position at Hefei?

2 A. Deputy general manager of the company.

3 Q. What year was that? Or what time period?

4 A. I joined Hefei at July 2013, and then I was  
5 transferred to Smart Lighting Company.

6 Q. Have you ever worked at Irico Display?

7 A. No.

8 Q. Okay.

9 MR. BENZ: This is a good time for a quick break.  
10 We have been going for an hour.

11 MR. PLUNKETT: Sure.

12 VIDEOGRAPHER: This marks the end of the media  
13 number 3 in the deposition of Wang Zhaojie. The time is  
14 11.17.

15 (Break taken.)

16 VIDEOGRAPHER: We are back on the record. Here  
17 begins media number 4 in the deposition of Wang Zhaojie.  
18 The time is 11.38.

19 BY MR. BENZ:

20 Q. Mr. Wang, until 2004, CNEICC was responsible  
21 for all of Irico's exports, correct?

22 MR. PLUNKETT: Objection, vague.

23 INTERPRETER: Excuse me I didn't --

24 A. (Chinese spoken).

25 MS. FU: I would like the translator to

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1 retranslate that question. The translation of "CNEICC."

2 A. (Chinese spoken) --

3 MS. FU: I would like the interpreter to  
4 retranslate the word CNEICC. It should be (Chinese spoken).

5 INTERPRETER: Okay.

6 (Chinese spoken).

7 A. I don't know about this company.

8 BY MR. BENZ:

9 Q. I'll re-ask the question. Mr. Wang, until  
10 2004, the China National Electronics Import and Export  
11 Caihong Company was responsible for all of Irico's exports,  
12 correct?

13 MR. PLUNKETT: Objection, vague.

14 A. I'm not very clear, I don't know much about  
15 this company.

16 BY MR. BENZ:

17 Q. Mr. Wang, can you please refer to the 30(b)(6)  
18 notice which is Exhibit number 8390.

19 Please look at topic 4 on page 6.

20 A. I need a Chinese version.

21 Q. Mr. Wang, we have been informed by your  
22 counsel that you are the designated witness for topic  
23 number 4.

24 A. I need to understand what is the question on  
25 number 4.

1 Q. I'm going to read topic number 4 in English,  
2 and ask the translator to translate.

3 Topic number 4 is:

4 "Any sales, attempted sales or contemplated sales  
5 by Irico, directly or indirectly, to the United States  
6 during the Class period, including, but not limited to,  
7 sales through China National Electronics [Import and Export]  
8 Caihong [Company], Irico Group Electronics Co Ltd, Xian  
9 Irico Display Technology Co Ltd, Irico (USA)  
10 [Incorporated], and/or the Irico HuangQi Company."

11 A. I need to put my jacket on.

12 (Chinese spoken).

13 Q. Mr. Wang, you understand that you are here on  
14 behalf of your company --

15 INTERPRETER: Mr. Counsel, I have not finished my  
16 interpretation. He asked me to write it down so I can read  
17 it. Sorry. It will take a couple of minutes only.

18 I'm ready.

19 (Chinese spoken).

20 A. (Chinese spoken).

21 INTERPRETER: (Chinese spoken).

22 A. So then what is your question?

23 BY MR. BENZ:

24 Q. Mr. Wang, you understand you have been  
25 designated by Irico Group and Irico Display to testify as to

March 06, 2019

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## 1 CERTIFICATE OF COURT REPORTER

2  
3 I, Bron Williams, an Accredited Real-time Reporter, hereby  
4 certify that the testimony of the witness Wang Zhaojie in  
5 the foregoing transcript, numbered pages 1 through 115,  
6 taken on this 6th day of March, 2019 was recorded by me in  
7 machine shorthand and was thereafter transcribed by me; and  
8 that the foregoing transcript is a true and accurate  
9 verbatim record of the said testimony.

10  
11  
12 I further certify that I am not a relative, employee,  
13 counsel or financially involved with any of the parties to  
14 the within cause, nor am I an employee or relative of any  
15 counsel for the parties, nor am I in any way interested in  
16 the outcome of the within cause.

17  
18  
19 Signed: *Bron Williams*

20 Name: Bron Williams

21 Date: .....



## **Exhibit 8**

March 07, 2019

1

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
San Francisco Division

IN RE: )  
)  
CATHODE RAY TUBE (CRT) ) Master File No.  
ANTITRUST LITIGATION ) 07-CV-5944-JST  
)  
) MDL No. 1917  
)  
)  
)

DEPOSITION OF WANG ZHAOJIE

HIGHLY CONFIDENTIAL

VOLUME II

Thursday, March 7th, 2019

AT: 9.02 am

Taken at:

Kobre & Kim  
6/F ICBC Tower  
3 Garden Road  
Central  
Hong Kong

Court Reporter:

Bron Williams  
Accredited Real-time Reporter

March 07, 2019

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1     itself. I really don't know how to answer that. Because  
2     I consider your question is too broad, it is not very  
3     precise. So I don't know how to answer it.

4     BY MR. BENZ:

5             Q. Are you aware that Irigo Display ever violated  
6     its own articles of association?

7             MR. JACOBSMEYER: Object to the form.

8             A. Based on my understanding, no.

9     BY MR. BENZ:

10            Q. Are you aware whether any of Irigo Display's  
11     shareholders ever violating their articles of association?

12            A. I don't know.

13            Q. If you look at article 12, Mr. Wang, article  
14     12 reads:

15            "The goals of the Company: To focus on customer  
16     demand, provide high-quality products and services with  
17     excellent technology and management."

18            Do you see that?

19            A. Yes.

20            Q. Does article 12 accurately describe the goals  
21     of Irigo Display?

22            MR. JACOBSMEYER: Object to the form.

23            A. The document speaks for itself.

24     BY MR. BENZ:

25            Q. If you look at article 46, please. Article 46

1 reads:

2 "The controlling shareholders [of] the Company  
3 shall ensure the independence of their personnel, assets,  
4 and financial affairs, with independent institutions and  
5 businesses, independent accounting, responsibilities and  
6 risks."

7 MR. JACOBSMEYER: Objection, mischaracterizes the  
8 document.

9 MR. BENZ: Stop for a second. Did I read it  
10 incorrectly?

11 MR. JACOBSMEYER: "The controlling shareholders of  
12 the company", it reads "the controlling shareholders and the  
13 company."

14 MR. BENZ: Thank you. I'll re-read it.

15 "The controlling shareholders and the Company  
16 shall ensure the independence of their personnel, assets and  
17 financial affairs, with independent institutions and  
18 businesses, independent accounting, responsibilities and  
19 risks."

20 Do you see that?

21 A. Yes.

22 Q. As you sit here today are you aware of any  
23 instance in which Irico Display and its shareholders did not  
24 comply with article 46?

25 A. Based on my understanding, no.

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35

1 VIDEOGRAPHER: This marks the end of volume --  
2 media number 2 in the deposition of Wang Zhaojie volume II.  
3 Going off the record, the time is 11.10.

4 (Break taken.)

5 VIDEOGRAPHER: We are back on the record. Here  
6 begins media number 3 in the deposition of Wang Zhaojie,  
7 volume II. The time is 11.24.

8 BY MR. BENZ:

9 Q. Mr. Wang, did Irico Display conduct regular  
10 board meetings during the relevant time frame?

11 A. I'm not clear regarding the detailed  
12 information.

13 MS. FU: I would like to make a correction.  
14 "I don't know the detailed information."

15 BY MR. BENZ:

16 Q. But it is your understanding that board  
17 meetings were conducted by Irico Display?

18 A. Yes.

19 Q. Did Chinese government officials attend Irico  
20 Display's board meetings?

21 A. Because I didn't attend the board meetings, so  
22 I don't know that.

23 MS. FU: I would like to make a correction.  
24 "I have never attended board meetings so I don't know that."

25

1 BY MR. BENZ:

2 Q. If you could turn back to Exhibit 8416.

3 Mr. Wang, could you turn to article 240?

4 A. Okay.

5 Q. Mr. Wang, if you could please read article 240  
6 in Chinese, and I would like the translator to translate it  
7 into English for me.

8 A. "(Chinese spoken)."

9 INTERPRETER: Can I correct one character?  
10 (Chinese spoken).

11 A. (Chinese spoken).

12 INTERPRETER: Just one character.

13 "'Article 240:

14 The appointment of the Company's managers should  
15 be carried out in strict accordance with the relevant laws  
16 and regulations and the provisions of the Articles of  
17 Association. No organization or individual may interfere  
18 with the normal procedures for selecting and appointing  
19 managers of the Company.'"

20 BY MR. BENZ:

21 Q. Mr. Wang, are you aware of any instance in  
22 which an organization or individual interfered with the  
23 normal procedures for selecting and appointing managers of  
24 Irico Display?

25 A. Based on my understanding, no.

1 company law and securities law of the People's Republic of  
2 China, the code of corporate governance for listed company  
3 in China, and in the company's articles of associations.  
4 The company has established a relatively robust corporate  
5 governance structure, and has basically achieved compliance  
6 with relevant corporate governance requirements for listed  
7 companies, mainly in the following aspects."

8 MR. JACOBSMEYER: Counsel, can the record show it  
9 is unclear if the translator is translating the witness's  
10 statements rather than just reading the English language  
11 translation?

12 MR. BENZ: I asked the translator to read from  
13 Mr. Wang's testimony. So I don't know if anything is clear,  
14 but that's what I requested.

15 INTERPRETER: (Chinese spoken).

16 BY MR. BENZ:

17 Q. So Mr. Wang, my question is: The  
18 representation in the Irco report that "since the company  
19 was listed its applications have been managed in strict  
20 accordance with applicable laws, regulations in the rules,  
21 including the company law and the security law of the  
22 People's Republic of China", is correct?

23 A. This is an announcement issued by Irco  
24 Display Device Corporate Limited. With regard to  
25 announcement of the self inspection report and rectification

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1 plan concerning the campaigns to strengthen corporate  
2 governance of the listed company. The document speaks for  
3 itself.

4 MS. FU: Correction to the witness's last  
5 sentence. The literal translation should be "whatever is  
6 written here, that's how it is."

7 INTERPRETER: Okay.

8 BY MR. BENZ:

9 Q. I'm working off the English translation. If  
10 we could turn to the third page, heading 6. Where it reads:

11 "The company situation re: 'Three separates, two  
12 independents' with the controlling shareholder."

13 Under the header "In business operations,"  
14 the report reads:

15 "The Company's business is independent from  
16 the controlling shareholder."

17 Do you see that?

18 A. Yes.

19 Q. Is it correct that Electronics was the  
20 controlling shareholder?

21 MR. JACOBSMEYER: Object to form.

22 A. What this announcement is written, it is  
23 written.

24 BY MR. BENZ:

25 Q. Do you know who the controlling shareholder is



1 in Display?

2 A. Are you referring Irico Display?

3 Q. Yes.

4 A. Irico Group. It is actual controlling group.

5 Q. Turn to -- it is page 10 of the English  
6 translation. At the bottom there is a heading, 3, whether  
7 review of proposals at the general meetings of shareholders  
8 are in line with the procedures and whether the right of  
9 minority shareholders is protected.

10 Do you see that?

11 A. Yes.

12 Q. Okay. The second sentence of that paragraph  
13 reads:

14 "At the general meetings of shareholders, all  
15 shareholders have been treated equally and facilitated to  
16 exercise their rights as shareholders, and the right of  
17 speech of minority shareholders has been ensured."

18 Do you see that?

19 A. Yes, I saw it.

20 Q. Is it correct that at Display's general  
21 meetings of shareholders, all shareholders have been treated  
22 equally and facilitated to exercise their rights as  
23 shareholders?

24 A. What the announcement reflects it is what it  
25 reflects.

1 MS. FU: Objection to the translation. The  
2 literal translation should be "what the announcement  
3 reflects, that's how it is."

4 INTERPRETER: Yes, "that's how it is," yes.

5 BY MR. BENZ:

6 Q. Who is the controlling shareholder of Irico  
7 Display?

8 MR. JACOBSMEYER: Object to the form.

9 A. I'm not quite sure the time frame you are  
10 referring, because this question is not precise, and plus  
11 the fact in -- during the period there is a so-called  
12 shareholders change.

13 BY MR. BENZ:

14 Q. Mm-hmm.

15 In 2007, Mr. Wang, isn't it correct that  
16 Electronics owned shares of Display, but Group did not?

17 A. I don't recall the detailed information.

18 MS. FU: I would like to correct the translation.  
19 "I don't know the detailed information."

20 INTERPRETER: (Chinese spoken).

21 A. I'm not very clear regarding that particular  
22 -- regarding this issue on that particular period.

23 MR. BENZ: It is noon, I think this would probably  
24 be a good place to break for lunch. I have one more exhibit  
25 after lunch, but it will take a while. So why don't we

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1 That's all.

2 A. Give me a few minutes.

3 MR. JACOBSMEYER: Counsel, we would like to inform  
4 the interpreter that the page numbering may not match up for  
5 the English and the Chinese version.

6 A. I will just read the Chinese version.

7 MR. BENZ: It did on the first few pages, but you  
8 may be right. So fair enough.

9 A. I will just read the Chinese version.

10 BY MR. BENZ:

11 Q. Okay.

12 A. Yes I have read all those four pages.

13 Q. Okay. Mr. Wang, have you seen Exhibit 8418  
14 before?

15 A. Yes, I have read it before.

16 Q. Did you review it in preparation for your  
17 deposition here today?

18 A. Yes.

19 Q. When Irico Display's board of directors met,  
20 do you know if the board ever referred to the articles of  
21 association?

22 MR. JACOBSMEYER: Object as to form.

23 A. Because I'm not a member of the board of  
24 directors, so I don't know the case.

25

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1 Q. The English translation here says corporate  
2 bylaws, but I've been told the Chinese characters mean  
3 articles of association. Is that correct?

4 A. I didn't follow your questions.

5 Q. Is the corporate bylaws the same thing as  
6 articles of association?

7 A. I don't know.

8 Q. Further down on page 12, there is a section 1,  
9 "Shareholders and shareholder meetings." Do you see that?

10 A. Yes.

11 Q. In the second sentence it reads:

12 "The convocation and voting procedures of the  
13 company's shareholder meetings are standardized, and all  
14 shareholder meetings are witnessed by lawyers."

15 Do you see that?

16 A. You mean this sentence?

17 Q. Yes.

18 A. Yes.

19 Q. Is it correct that all Display shareholder  
20 meetings are witnessed by lawyers?

21 MR. JACOBSMEYER: Object to form.

22 A. I'm not a board member of the Display, so I'm  
23 not clear with regard to the board meeting.

24 BY MR. BENZ:

25 Q. This is about shareholder meetings, Mr. Wang.

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1           A. I never participate at the shareholders  
2 meeting, so I don't know.

3           Q. Under the next heading, number 2, it reads  
4 "Controlling shareholders in listed companies." Do you see  
5 that?

6           A. Yes.

7           Q. The report then states:

8           "Separation and independence from the company's  
9 controlling shareholders is implemented in the five areas of  
10 business, personnel, assets, institutions and finance."

11           Do you see that?

12           A. Yes.

13           Q. Is that statement correct?

14           MR. JACOBSMEYER: Object to the form.

15           MR. BENZ: What is the basis for your objection,  
16 besides coaching the witness?

17           A. (Chinese spoken).

18           MS. FU: I would like the interpreter to translate  
19 counsel's objection.

20           MR. JACOBSMEYER: That the question is vague as to  
21 time.

22           MR. BENZ: Let me re-ask the question, Mr. Wang.

23           Q. In 2007, is it correct that all Display  
24 shareholder meetings are witnessed by lawyers?

25           A. I'm not a shareholder, so I don't know the

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1 situation.

2 Q. Reading to the next sentence, as of 2007, is  
3 it correct that the statement that -- sorry. I'll start  
4 over on this sentence. The report goes on to state:

5 "Separation and independence from the company's  
6 controlling shareholders is implemented in the five areas of  
7 business, personnel, assets, institutions and finance."

8 Do you see that?

9 A. Yes.

10 Q. In 2007, was that statement correct?

11 A. This is the Irico Display company issues, I --  
12 personally I have no comment.

13 Q. Mr. Wang, you are representing Irico Display  
14 here today, correct?

15 A. Yes.

16 Q. So I'm asking you, on behalf of Irico Display,  
17 is this statement correct as of 2007?

18 MR. JACOBSMEYER: Objection, beyond the scope.

19 MR. BENZ: These are topics 1 and 2. Do you still  
20 maintain your objection? Got to make the record.

21 MR. JACOBSMEYER: Same objection.

22 MR. BENZ: Topics 1 and 2. Alright.

23 BY MR. BENZ:

24 Q. Can you answer my question, Mr. Wang?

25 A. I don't know myself.

1 BY MR. BENZ:

2 Q. Do you know on behalf of Irico Display whether  
3 this is a correct statement as of 2007?

4 A. Personally, I don't know.

5 Q. Mr. Wang, is it not true that for topic 1 you  
6 prepared to talk about the corporate formation, ownership  
7 and purpose of Group and Display?

8 MR. JACOBSMEYER: Objection, beyond the scope.

9 A. I don't know.

10 MR. BENZ: That's fine. We will go ahead and make  
11 our transcript.

12 The next sentence reads:

13 "The company's board of directors and board of  
14 supervisors maintain independent operation, ensuring  
15 independence in the company's major decisions."

16 Do you see that?

17 A. Where is it?

18 Is it on page 12?

19 Q. Yes.

20 A. Which subtitle?

21 Q. 2.

22 A. Yes, I saw it.

23 Q. Mr. Wang, as Irico Display's corporate  
24 designee for topic 1, is that a correct statement as of  
25 2007?

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1           A. The document speaks for itself. What is said  
2 there is what is said.

3           MS. FU: I would like to correct the translation.  
4 The literal translation is "whatever is written here that's  
5 how it is."

6           INTERPRETER: Okay.

7           BY MR. BENZ:

8           Q. If you could turn to page 13, Mr. Wang. At  
9 the bottom of page 13 the second sentence from the bottom  
10 reads:

11           "The company has independent purchasing and sales  
12 systems."

13           Do you see that?

14           A. Yes, I saw it.

15           Q. Okay. As the corporate designee for Irico  
16 Display on topics 1 and 2, is that a correct statement as of  
17 2007?

18           MR. JACOBSMEYER: Object to the form.

19           MR. BENZ: What is the basis for your objection?

20           MR. JACOBSMEYER: This is beyond the scope of  
21 topics 1 or 2.

22           MR. BENZ: I absolutely disagree with you, so we  
23 will make our record.

24           Q. Mr. Wang, can you answer my question please?

25           A. What has been written on this report is what



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1 is written.

2 MS. FU: Like to make an objection to the literal  
3 translation. It should be "whatever it is written here,  
4 that's how it is."

5 BY MR. BENZ:

6 Q. Mr. Wang, can you turn to page 14. At the top  
7 of page 14 there is a number 2 and the heading "Personnel  
8 aspect." Do you see that?

9 A. Yes.

10 Q. And then the second sentence of that paragraph  
11 reads:

12 "The company's general manager is employed  
13 full-time, and the general manager and other senior  
14 executives receive no pay from controlling shareholders'  
15 units."

16 Do you see that?

17 A. Yes.

18 Q. As Irico's corporate designee for topics 1 and  
19 2, is that statement correct for Irico Display as of 2007?

20 A. I don't remember.

21 Q. Mr. Wang, in 2007, did executives of Display  
22 receive pay from any other Irico company?

23 A. I don't know.

24 Q. Moving down to number 5, the heading is  
25 "Finance aspect." Do you see that?

March 07, 2019

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## 1 CERTIFICATE OF COURT REPORTER

2  
3 I, Bron Williams, an Accredited Real-time Reporter, hereby  
4 certify that the testimony of the witness WANG ZHAOJIE in  
5 the foregoing transcript, numbered pages 1 through 111,  
6 taken on this 7th day of March, 2019 was recorded by me in  
7 machine shorthand and was thereafter transcribed by me; and  
8 that the foregoing transcript is a true and accurate  
9 verbatim record of the said testimony.

10  
11  
12 I further certify that I am not a relative, employee,  
13 counsel or financially involved with any of the parties to  
14 the within cause, nor am I an employee or relative of any  
15 counsel for the parties, nor am I in any way interested in  
16 the outcome of the within cause.

17  
18  
19 Signed: *Bron Williams*

20 Name: Bron Williams

21 Date: .....

## **Exhibit 9**

March 08, 2019

1

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
San Francisco Division

IN RE: )  
)  
CATHODE RAY TUBE (CRT) ) Master File No.  
ANTITRUST LITIGATION ) 07-CV-5944-JST  
)  
) MDL No. 1917  
)  
)  
)

DEPOSITION OF WANG ZHAOJIE

HIGHLY CONFIDENTIAL

VOLUME III

Friday, March 8th, 2019

AT: 9.05 am

Taken at:

Kobre & Kim  
6/F ICBC Tower  
3 Garden Road  
Central  
Hong Kong

Court Reporter:

Bron Williams  
Accredited Real-time Reporter

Wang, Changjie Highly Confidential  
March 08, 2019

23

1 MS. FU: I would like to make a correction.

2 (Chinese spoken).

3 A. (Chinese spoken).

4 INTERPRETER: (Chinese spoken).

5 A. (Chinese spoken).

6 MS. FU: CRT. (Chinese spoken).

7 INTERPRETER: CRT. (Chinese spoken).

8 A. CRT (Chinese spoken).

9 MS. FU: I would like to re-render that again.

10 INTERPRETER: (Chinese spoken).

11 A. I still don't follow the question.

12 MS. FU: Let me try, and you can tell me if you  
13 disagree, or agree. (Chinese spoken).

14 INTERPRETER: I agree.

15 A. Although I don't think I quite -- I'm not  
16 quite clear about the question, but I think as long as it is  
17 a major component, it should be relevant.

18 BY MS. CAPURRO:

19 Q. So Irigo would have had to be informed  
20 regarding the consumer market for CRT televisions, correct?

21 MR. PLUNKETT: Object to the form, argumentative.

22 A. (Chinese spoken).

23 INTERPRETER: The witness asked me to repeat the  
24 question.

25 MS. CAPURRO: Okay.

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24

1 INTERPRETER: (Chinese spoken).

2 A. Could you rephrase your question?

3 BY MS. CAPURRO:

4 Q. Irico was informed by the market for CRT  
5 televisions in China, correct?

6 MR. PLUNKETT: Object to the form.

7 A. (Chinese spoken).

8 INTERPRETER: (Chinese spoken).

9 A. This question is very vague.

10 BY MS. CAPURRO:

11 Q. I think there was a problem with the original  
12 -- Irico Group and Irico Display's business was informed by  
13 the market for CRT televisions and computer monitors,  
14 correct?

15 MR. PLUNKETT: Object to the form.

16 A. I didn't follow the point of your question.

17 Could you repeat the question one more time?

18 BY MS. CAPURRO:

19 Q. The demand for monitors and televisions in  
20 China directly affected Irico's business, correct?

21 MR. PLUNKETT: Object to the form.

22 A. The customers in China, their demand for the  
23 color tube will have some impact to our business.

24 Q. Directing your attention to the last sentence  
25 on page 2, it says:

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25

1 "Major customers of the group include TCL,  
2 Skyworth, Konka, Chang Hong and Hisense, which are major  
3 television producers in China."

4 Do you see that?

5 A. Yes.

6 Q. Is that an accurate statement?

7 MR. PLUNKETT: Object to the form.

8 A. Whatever is written here, that's how it is.

9 BY MS. CAPURRO:

10 Q. Okay. Turn to the next page. Page 8 of the  
11 report. It is the next page in the excerpt. Bates stamped  
12 AE-CRT-CE-001829.

13 MR. PLUNKETT: Is that a Bates stamp?

14 MS. CAPURRO: It is.

15 A. I didn't see that Bates in the Chinese  
16 version.

17 MS. CAPURRO: It is only on the English version  
18 apparently, I apologize.

19 MR. PLUNKETT: Counsel, do you know who produced  
20 this?

21 MS. CAPURRO: It was included as an exhibit by the  
22 expert for the indirect purchaser plaintiffs. It was an  
23 exhibit to their report in support of class certification,  
24 I believe.

25 Directing your attention to page 8 of the report,

March 08, 2019

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1 and the paragraph under "Future prospects." Do you see  
2 that?

3 A. (Chinese spoken).

4 Q. The sentence beginning:

5 "As production lines of CRT television sets and  
6 CPTs in Europe and America shut down and the trend of moving  
7 such production lines to developing countries such as the  
8 PRC continues, the PRC's role as the centre for  
9 manufacturing of color television sets in the world will be  
10 further enhanced. The PRC's status as a global  
11 manufacturing center for color television sets and color  
12 CPTs will be further strengthened. The export of color  
13 television sets and CPTs in the PRC will keep growing fast  
14 and the Group has excellent prospects for future  
15 development."

16 Do you see that?

17 A. Which paragraph? Yes. Paragraph 1, right?  
18 Yes, I saw it.

19 Q. Do you agree with that statement?

20 MR. PLUNKETT: Object to the form. I reiterate my  
21 objection that this is beyond the scope.

22 A. You just read paragraph 1, right?

23 I think this is just a future prospect. Whatever  
24 written there, that is how it is.

25



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1 Q. You can set that document aside.

2 (Exhibit 8423 marked for identification)

3 Q. Mr. Wang, the court reporter has handed you  
4 the next document that has been marked as an exhibit as  
5 Exhibit number 8423. Please take a minute to review the  
6 document and let me know when you are ready.

7 A. Yes, I have read it.

8 Q. See at the top of the page the date says  
9 May 24th, 1999?

10 A. Yes.

11 Q. I will refer you back to the previous exhibit.  
12 CHU000029191, and the date there was May 20th, 1999.  
13 Correct?

14 A. Yes.

15 Q. These are notes of Chunghwa's Lu Jing-Song.  
16 Do you know Lu Jing-Song?

17 MR. PLUNKETT: Object to the form.

18 A. I wouldn't say I know this person, but  
19 I thought I met him before.

20 BY MS. CAPURRO:

21 Q. Directing your attention to the first  
22 paragraph, it's:

23 "Just contacted Irico's Vice-President Wei by  
24 phone. (Manager Lee is unable to be contacted because he is  
25 on a flight from Beijing back to Xian now.) I explained

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1 that we hoped that IRICO could cooperate with us to increase  
2 the 14-inch CPT sales price starting July 1. IRICO  
3 basically agreed."

4 Do you see that?

5 A. Yes.

6 Q. Did Vice President Wei or Manager Lee ever  
7 inform you regarding this call from Jing-Song Lu to them?

8 MR. PLUNKETT: Object to the form, lacks  
9 foundation.

10 A. I can tell right now, no I don't have any  
11 impression.

12 BY MS. CAPURRO:

13 Q. Do you recall where you met Mr. Lu?

14 A. I don't have a very good strong impression  
15 about this person. When I saw this name and also I realized  
16 he is from CPT, so I suppose I have met this person before.  
17 With regard to when I met this person, I cannot remember.

18 Q. Do you recall whether Mr. Lu attended meetings  
19 -- strike that. Do you recall whether you attended meetings  
20 of your competitors at which Mr. Lu was also there?

21 A. With regard to this type of meeting, I have  
22 attended many, many such meetings, plus it was very long  
23 ago, so if he was there, then I have met him. If he was not  
24 then I have not. I really don't remember.

25 Q. Okay. You can set that document aside.

1 MS. CAPURRO: Take a break. Let's go off the  
2 record.

3 VIDEOGRAPHER: This marks the end of media number  
4 8 in the deposition of Wang Zhaojie, volume III. Going off  
5 the record, the time is 4.39.

6 (Break taken.)

7 VIDEOGRAPHER: We are back on the record. Here  
8 marks the beginning of media number 9 in the deposition of  
9 Wang Zhaojie, volume II. The time is 5.08.

10 MS. CAPURRO: We are going to mark the next  
11 exhibit in order.

12 (Exhibit 8424 marked for identification)

13 MS. CAPURRO: The court reporter has handed you  
14 what has been marked as Exhibit 8424. This is a document  
15 that was produced by defendant Chunghwa in this litigation.  
16 Please take a minute to review the document and let me know  
17 when you are ready.

18 A. Okay, I have read it.

19 Q. Have you seen this document before, Mr. Wang?

20

21 A. Yes.

22 Q. Directing your attention to the first page of  
23 the document CHU00030679. The date of the meeting is  
24 indicated as October 9th, 1998. Do you see that?

25 MR. PLUNKETT: Object to the form.

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1 PHS."

2 Do you see that?

3 A. Yes, I saw it.

4 Q. Directing your attention to the middle of that  
5 paragraph it says:

6 "also MONITOR customers (especially IN USA) are  
7 quite sensitive to 'price monopolies'. Unless customers  
8 require a written statement, it should be handled with the  
9 utmost caution. However, the resolutions from headquarters  
10 will surely be followed. Verbally, all determined to  
11 announce the price increase to customers."

12 Do you see that?

13 A. Yes.

14 Q. What is your interpretation of that statement?

15 MR. PLUNKETT: Object to the form, lacks  
16 foundation. Calls for speculation.

17 A. First of all, this document is created by CPT,  
18 so they have their own meaning and functions. Secondly, we  
19 are only target for the domestic market, we are not  
20 interested in this issues, so I don't understand why they  
21 say that.

22 BY MS. CAPURRO:

23 Q. Mr. Wang, you previously relied on a passage  
24 of this document to opine that the figures here are  
25 exaggerated, correct?

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1 MR. PLUNKETT: Object to the form, lacks  
2 foundation.

3 A. Your question is not very clear.

4 BY MS. CAPURRO:

5 Q. You previously reviewed a passage of this in  
6 this document, and opined that the production figures in the  
7 document are exaggerated. Correct?

8 MR. PLUNKETT: Object to the form, lacks  
9 foundation.

10 A. Like I said, even I didn't participate this  
11 particular meeting, however I did participate or attend many  
12 similar meetings. This is just a meeting to exchange market  
13 informations. None of the competitors or no company will  
14 reveal the true figures, even CPT indicate they will have  
15 some reservations.

16 BY MS. CAPURRO:

17 Q. Mr. Wang, are you aware that Chunghwa is  
18 cooperating with the Department of Justice in investigating  
19 this price fixing conspiracy?

20 MR. PLUNKETT: Object to the form. Lacks  
21 foundation.

22 A. Your question ... I only know CPT is -- has  
23 involved this litigation, but I don't know the legal  
24 background or detail of this information.

25

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1 BY MS. CAPURRO:

2 Q. Mr. Wang, do you believe the portion of  
3 Chunghwa's report when it says it reserved some of its  
4 figures?

5 MR. PLUNKETT: Object to the form, lacks  
6 foundation.

7 A. I just quote what the document said. This is  
8 the document created by CPT. Under the explanation of major  
9 points they stated that they have some price -- some  
10 reservations about the figure. I didn't say that. One more  
11 comment.

12 I cannot judge whether the statement is true and  
13 fact. I just quote the statement under explanation of major  
14 points, under (a) it said they have figures -- the figures  
15 have been withheld.

16 BY MS. CAPURRO:

17 Q. So you also cannot judge whether these  
18 statements are accurate, correct?

19 MR. PLUNKETT: Object to the form. Lacks  
20 foundation.

21 A. What statement, could you be more specific?

22 BY MS. CAPURRO:

23 Q. The paragraph we have been discussing, the one  
24 beginning "CPTF challenges PHS", and in the body of that  
25 paragraph it says:

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1 "However, the resolutions from headquarters will  
2 surely be followed. Verbally, all determined to announce  
3 the price increase to customers."

4 MR. PLUNKETT: To the extent there is a question  
5 pending, object to the form, lacks foundation.

6 BY MS. CAPURRO:

7 Q. I will ask another question. Do you have any  
8 basis to doubt the accuracy of that statement?

9 MR. PLUNKETT: Object to the form, lacks  
10 foundation.

11 A. Which statement? I'm not quite sure you  
12 followed by meaning, or followed my answer.

13 I only want to quote this, under this table's  
14 explanation of major points, the CPT state that the figures  
15 had been withheld. That's it. I don't want to comment on  
16 other things. Could you be more specific regarding your  
17 question?

18 MR. PLUNKETT: Counsel, I'll just tell you, I do  
19 not believe the witness is looking at the part of the  
20 document you are asking questions about.

21 MS. CAPURRO: Okay.

22 Mr. Wang, directing your attention back to  
23 CHU000030681, do you see the bullet "CPTF challenges PHS"?

24 A. Yes, I saw it.

25 Q. And in the middle of that paragraph it states:

1 "However, the resolutions from headquarters will  
2 surely be followed. Verbally, all determined to announce  
3 the price increase to customers."

4 Do you see that?

5 A. Yes.

6 Q. Do you ever recall Mr. Wei telling you he  
7 agreed to increase prices for CDTs at a meeting in the fall  
8 of 1998?

9 MR. PLUNKETT: Object to the form, lacks  
10 foundation.

11 A. No.

12 BY MS. CAPURRO:

13 Q. You have no basis to doubt the accuracy of  
14 this meeting report, correct?

15 MR. PLUNKETT: Object to the form, lacks  
16 foundation.

17 A. I have no doubt about this report.

18 BY MS. CAPURRO:

19 Q. Thank you, that's all I have.

20 A. Can I make one more comment? I just want to  
21 say that I indicate that I have no doubt about the truth of  
22 this document. However, I have no comment regarding the  
23 content of this report.

24 Mr. Wang, we are still on deposition topic  
25 number 3. As Irigo's topic 3 designee, when Irigo Group



1 employees met with competitors, were you always present?

2 MR. PLUNKETT: Object to the form, lacks  
3 foundation.

4 A. (Chinese spoken).

5 INTERPRETER: Witness asked me to repeat the  
6 question.

7 (Chinese spoken).

8 A. No.

9 BY MS. CAPURRO:

10 Q. When you spoke with Irico -- other Irico  
11 employees to prepare for this deposition, which of them told  
12 you that they met with Irico's competitors during the class  
13 period?

14 MR. PLUNKETT: Object to the form.

15 A. (Chinese spoken).

16 INTERPRETER: The witness asked me to repeat the  
17 question.

18 MS. FU: I would translate that as -- sorry.

19 INTERPRETER: (Chinese spoken).

20 MS. FU: (Chinese spoken). "Met."

21 INTERPRETER: (Chinese spoken).

22 A. Are you referring the class period?

23 BY MS. CAPURRO:

24 Q. Yes.

25 A. I don't remember.

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## 1 CERTIFICATE OF COURT REPORTER

2  
3 I, Bron Williams, an Accredited Real-time Reporter, hereby  
4 certify that the testimony of the witness Wang Zhaojie in  
5 the foregoing transcript, numbered pages 1 through 115,  
6 taken on this 8th day of March, 2018 was recorded by me in  
7 machine shorthand and was thereafter transcribed by me; and  
8 that the foregoing transcript is a true and accurate  
9 verbatim record of the said testimony.

10  
11  
12 I further certify that I am not a relative, employee,  
13 counsel or financially involved with any of the parties to  
14 the within cause, nor am I an employee or relative of any  
15 counsel for the parties, nor am I in any way interested in  
16 the outcome of the within cause.

17  
18  
19 Signed: *Bron Williams*

20 Name: Bron Williams

21 Date: .....

# **Exhibit 10**

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10 *Attorneys for Defendants*  
11 *IRICO GROUP CORP. and*  
12 *IRICO DISPLAY DEVICES CO., LTD.*

13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15 **SAN FRANCISCO DIVISION**

17 IN RE: CATHODE RAY TUBE (CRT)  
18 ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-JST  
(N.D. Cal.)

MDL No. 1917

19 \_\_\_\_\_  
20 This Document Relates to:  
21 ALL INDIRECT PURCHASER ACTIONS  
22 \_\_\_\_\_

**IRICO DEFENDANTS'  
SUPPLEMENTAL OBJECTIONS AND  
RESPONSES TO INDIRECT  
PURCHASER PLAINTIFFS' SECOND  
SET OF INTERROGATORIES**

23 PROPOUNDING PARTY: Indirect Purchaser Plaintiffs  
24 RESPONDING PARTIES: Irico Group Corporation  
25 Irico Display Devices Co., Ltd.  
26 SET NUMBER: Two  
27  
28

Pursuant to Federal Rules of Civil Procedure 26 and 33, Irico Group Corporation and Irico Display Devices Co, Ltd. (collectively, “Irico” or “Irico Defendants”) hereby supplement their responses to the Indirect Purchaser Plaintiffs’ (“Plaintiff”) Second Set of Interrogatories (“Interrogatories”). Irico reserves the right to amend or supplement these Objections and Responses (the “Responses”) to the extent allowed by the Federal Rules of Civil Procedure and the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (“Local Rules”). Subject to and without waiving any of Irico’s General and Specific Objections as set forth below, Irico is willing to meet and confer with Plaintiff regarding such General and Specific Objections.

The following Responses are made only for purposes of this case. The Responses are subject to all objections as to relevance, materiality and admissibility, and to any and all objections on any ground that would require exclusion of any response if it were introduced in court. All evidentiary objections and grounds are expressly reserved.

These Responses are subject to the provisions of the Stipulated Protective Order that the Court issued on June 18, 2008 (“Protective Order”). Irico’s Responses are hereby designated “Confidential” in accordance with the provisions of the Protective Order.

### **GENERAL OBJECTIONS**

Irico makes the following General Objections to Plaintiff’s Interrogatories:

1. Irico’s Responses are based upon information available to and located by Irico as of the date of service of these Responses. In responding to Plaintiff’s Interrogatories, Irico states that it has conducted, or will conduct, a diligent search, reasonable in scope, of those files and records in its possession, custody, or control believed to likely contain information responsive to Plaintiff’s Interrogatories.

2. No express, incidental, or implied admissions are intended by these Responses and should not be read or construed as such.

3. Irico does not intend, and its Responses should not be construed as, an agreement or acquiescence with any characterization of fact, assumption, or conclusion of law contained in

1 or implied by the Interrogatories.

2 4. To the extent that Irico responds to Plaintiff's Interrogatories by stating that Irico  
3 will produce or make available for examination responsive information or documents, Irico does  
4 not represent that any such information or documents exist. Irico will make a good faith and  
5 reasonable attempt to ascertain whether information responsive to Plaintiff's Interrogatories exists  
6 and is properly producible, and will produce or make available for examination non-privileged  
7 responsive materials to the extent any are located during the course of a reasonable search.

8 5. Irico objects to Plaintiff's Interrogatories to the extent that they are overly broad,  
9 unduly burdensome, oppressive, and duplicative to the extent that they seek information or  
10 documents that are already in the possession, custody, or control of Plaintiff.

11 6. Irico objects to Plaintiff's Interrogatories to the extent that they seek to impose  
12 obligations on Irico beyond those of the Federal Rules of Civil Procedure, the Local Rules, or any  
13 Order of this Court.

14 7. Irico objects to Plaintiff's Interrogatories to the extent they seek information that is  
15 not relevant to jurisdictional issues or disproportionate to the needs of the case in resolving such  
16 jurisdictional issues.

17 8. Irico objects to Plaintiff's Interrogatories to the extent that they are vague,  
18 ambiguous, or susceptible to more than one interpretation. Irico shall attempt to construe such  
19 vague or ambiguous Interrogatories so as to provide for the production of responsive information  
20 that is proportionate to the needs of the case. If Plaintiff subsequently asserts an interpretation of  
21 any Interrogatory that differs from Irico's understanding, Irico reserves the right to supplement or  
22 amend its Responses.

23 9. Irico objects to Plaintiff's Interrogatories to the extent that they contain terms that  
24 are insufficiently or imprecisely defined. Irico shall attempt to construe such vague or ambiguous  
25 Interrogatories so as to provide for the production of responsive information that is proportionate  
26 to the needs of the case.

27 10. Irico objects to Plaintiff's Interrogatories to the extent that they seek information

1 that is protected from disclosure by the attorney-client privilege, work product doctrine, joint  
2 defense or common interest privilege, self-evaluative privilege, or any other applicable privilege  
3 or immunity. Irico will provide only information that it believes to be non-privileged and  
4 otherwise properly discoverable. None of Irico's responses is intended nor should be construed as  
5 a waiver of any such privilege or immunity. The inadvertent or mistaken provision of any  
6 information or responsive documents subject to any such doctrine, privilege, protection or  
7 immunity from production shall not constitute a general, inadvertent, implicit, subject-matter,  
8 separate, independent or other waiver of such doctrine, privilege, protection or immunity from  
9 production.

10 11. Irico objects to Plaintiff's Interrogatories to the extent that they call for  
11 information that is not in the possession, custody, or control of Irico. Irico also objects to the  
12 extent that any of Plaintiff's Interrogatories seek information from non-parties or third parties,  
13 including but not limited to any of Irico's subsidiary or affiliated companies.

14 12. Irico objects to Plaintiff's Interrogatories to the extent that responding would  
15 require Irico to violate the privacy and/or confidentiality of a third party or confidentiality  
16 agreement with a third party.

17 13. Irico objects to Plaintiff's Interrogatories to the extent that they seek information  
18 that is publicly available, already in Plaintiffs' possession, custody, or control, or more readily  
19 available from other sources.

20 14. Irico objects to Plaintiff's Interrogatories to the extent that they seek information  
21 or documents concerning transactions outside the United States. Such Interrogatories are unduly  
22 burdensome and irrelevant because they do not relate to actions by Irico in or causing a direct  
23 effect in the United States. Such Interrogatories are also unduly burdensome and irrelevant to this  
24 pending action as Plaintiffs' class definition is confined to "individuals and entities that indirectly  
25 purchased Cathode Ray Tube Products . . . in the United States" (see Indirect Purchaser Plaintiffs'  
26 Fourth Consolidated Amended Complaint).

27 15. Irico objects to Plaintiff's Interrogatories to the extent that compliance would

1 require Irico to violate the laws, regulations, procedures, or orders of a judicial or regulatory body  
2 of foreign jurisdictions.

3 16. Irico's responses, whether now or in the future, pursuant to Plaintiff's  
4 Interrogatories should not be construed as either (i) a waiver of any of Irico's general or specific  
5 objections or (ii) an admission that such information or documents are either relevant or  
6 admissible as evidence.

7 17. Irico objects to Plaintiff's Interrogatories to the extent that compliance would  
8 require Irico to seek information stored on backup or archived databases or other systems that are  
9 not readily accessible or otherwise no longer active.

10 18. Irico objects to Plaintiff's Interrogatories to the extent that they are compound  
11 and/or contain discrete subparts in violation of Federal Rule of Civil Procedure 33(a)(1).

12 19. Irico objects to Plaintiff's Interrogatories to the extent that they state and/or call for  
13 legal conclusions.

14 20. Irico objects to the Interrogatories to the extent that they contain express or  
15 implied assumptions of fact or law with respect to the matters at issue in this case.

16 21. Irico objects that Plaintiff's Interrogatories are irrelevant and premature because  
17 the Court has not set a schedule for jurisdictional discovery or briefing that applies to Plaintiff.

18 22. Irico reserves the right to assert additional General and Specific Objections as  
19 appropriate to supplement these Responses.

20 These General Objections apply to each Interrogatory as though restated in full in the  
21 responses thereto. The failure to mention any of the foregoing General Objections in the specific  
22 responses set forth below shall not be deemed as a waiver of such objections or limitations.

23 **GENERAL OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

24 1. Irico objects to the definitions of "You" and "Your" to the extent that Plaintiff  
25 defines those terms to include the Irico's "present and former members, officer, agents,  
26 employees, and all other persons acting or purporting to act on their behalf." This definition is  
27 legally incorrect, overbroad, unduly burdensome, vague, and ambiguous. Irico also objects to the  
28



1 inclusion of “all present and former directors, officers, Employees, agents, representatives or any  
 2 Persons acting or purporting to act on behalf of” Irico within this definition to the extent it  
 3 purports to encompass information that is protected by attorney-client privilege, work product  
 4 protection or any other applicable doctrine, privilege, protection or immunity or otherwise calls  
 5 for a legal conclusion.

6 2. Irico objects to the definition of “Affiliate” as overbroad, unduly burdensome,  
 7 vague, and ambiguous. Irico further objects to the definition because it includes entities that are  
 8 not, or were not during the relevant time period, affiliates of Irico.

9 3. Irico objects to the definitions of “CRT” and “CRT Products” (Definitions No. 6  
 10 and 7) on the grounds that they are vague, ambiguous and overly broad. Irico further objects to  
 11 the use of the term “CRT Products” to the extent that it is inconsistent with the definition of  
 12 “CRT Products” as set forth in Plaintiff’s pleadings.

13 4. Irico objects to the Instructions to the extent they purport to impose burdens or  
 14 obligations broader than, inconsistent with, or not authorized under the Federal Rules of Civil  
 15 Procedure or other applicable rule or Order of this Court.

## 16 **SPECIFIC RESPONSES TO INTERROGATORIES**

### 17 **INTERROGATORY NO. 1**

18 State by year how many Irico CRTs and/or CRT Products (in both number of units and  
 19 revenue in U.S. dollars) You or Your Affiliates: (a) billed to and shipped to the United States,  
 20 (b) billed to an address in the United States, but shipped to a location outside of the United States;  
 21 (c) shipped to an address in the United States, but billed to a location outside of the United States,  
 22 and (d) shipped and billed to a location outside of the United States.

### 23 **RESPONSE TO INTERROGATORY NO. 1**

24 Irico reasserts and incorporates each of the General Objections and Objections to the  
 25 Definitions and Instructions set forth above. Irico also objects that this interrogatory is  
 26 overbroad, unduly burdensome, and disproportionate to the needs of the case in resolving  
 27 jurisdictional issues. Irico further objects that this interrogatory seeks information beyond the  
 28

1 scope of what is relevant to resolving jurisdictional issues.

2 Subject to and without waiving the objections stated above, Irco responds that its  
3 investigation regarding this interrogatory is ongoing and it intends to supplement this response.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1**

5 Irco objects to the characterization of CNEIECC as an affiliate of Irco during the  
6 relevant time period. CNEIECC was an independent entity during this period, but Irco provides  
7 this information where available. Subject to and without waiving the objections stated above,  
8 Irco responds as follows:

9 **Irco and Affiliates**

10 Between 1995 and 2007, neither Irco nor its affiliates shipped or billed any Irco CRTs  
11 and/or CRT Products to an address in the United States.

12 In 1995, Irco and its affiliates shipped and billed 5,646,188 CRTs to a location outside of  
13 the United States. In 1996, Irco and its affiliates shipped and billed 5,901,003 CRTs to a location  
14 outside of the United States. In 1997, Irco and its affiliates shipped and billed 5,505,890 CRTs  
15 to a location outside of the United States. In 1998, Irco and its affiliates shipped and billed  
16 7,600,915 CRTs to a location outside of the United States. In 1999, Irco and its affiliates shipped  
17 and billed 8,313,689 CRTs to a location outside of the United States. In 2000, Irco and its  
18 affiliates shipped and billed 8,224,450 CRTs to a location outside of the United States. In 2001,  
19 Irco and its affiliates shipped and billed 7,719,123 CRTs to a location outside of the United  
20 States. In 2002, Irco and its affiliates shipped and billed 9,568,256 CRTs to a location outside of  
21 the United States. In 2003, Irco and its affiliates shipped and billed 11,602,780 CRTs to a  
22 location outside of the United States. In 2004, Irco and its affiliates shipped and billed  
23 13,512,246 CRTs to a location outside of the United States. In 2005, Irco and its affiliates  
24 shipped and billed 13,497,899 CRTs to a location outside of the United States. In 2006, Irco and  
25 its affiliates shipped and billed 14,888,294 CRTs to a location outside of the United States. In  
26 2007, Irco and its affiliates shipped and billed 15,250,376 CRTs to a location outside of the  
27 United States.

**CNEIECC**

(a) CNEIECC billed to and shipped CRTs and/or CRT Products to the United States in three years during the relevant period.

- In 1997, CNEIECC billed and shipped three CRTs to the United States.
- In 1998, CNEIECC billed and shipped 35 CRTs to the United States.
- In 2002, CNEIECC billed and shipped 2018 CRTs to the United States.

(b) CNEIECC billed CRTs and/or CRT Products to an address in the United States, but shipped to a location outside of the United States in two years during the relevant period:

- In 1995, CNEIECC billed 2,520 CRTs to the United States, but shipped to a location outside of the United States.
- In 1999, CNEIECC billed 20,664 CRTs to the United States, but shipped to a location outside of the United States.

(c) CNEIECC CRTs and/or CRT Products shipped to an address in the United States, but billed to a location outside of the United States, and

- In 1996, CNEIECC shipped 2016 CRTs to the United States, but billed to a location outside of the United States.

Irco further responds that its investigation regarding (1) the units shipped and billed to a location outside of the United States by CNEIECC during the relevant period; and (2) the revenue attendant to the above listed sales remains ongoing and it intends to supplement this response.

**INTERROGATORY NO. 2**

State by year how many Irco CRTs (in both number of units and revenue in U.S. dollars) You or Your Affiliates shipped to and/or billed to an original equipment manufacturer (OEM), electronic manufacturing service (EMS), original design manufacturer (ODM), or system integrator (SI) which You believed or had reason to believe would be incorporated into CRT Products to be sold in the United States.

**RESPONSE TO INTERROGATORY NO. 2**

Irco reasserts and incorporates each of the General Objections and Objections to the Definitions and Instructions set forth above. Irco also objects that this interrogatory is overbroad, unduly burdensome, and disproportionate to the needs of the case in resolving

jurisdictional issues. Irico further objects that this interrogatory seeks information beyond the scope of what is relevant to resolving jurisdictional issues. Irico further objects that the phrase “or had reason to believe” renders this interrogatory vague and ambiguous.

Subject to and without waiving the objections stated above, Irico responds that its investigation regarding this interrogatory is ongoing and it intends to supplement this response.

## **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2**

Subject to and without waiving the objections stated above, Irico responds that neither Irico nor its affiliates shipped CRTs to and/or billed to an original equipment manufacturer (OEM), electronic manufacturing service (EMS), original design manufacturer (ODM), or system integrator (SI) which it believed or had reason to believe would be incorporated into CRT Products to be sold in the United States.

## **INTERROGATORY NO. 3**

State by year and by size and type how many Irico CRTs and/or CRT Products (in both number of units and revenue in U.S. dollars) were sold by You or Your Affiliates to the following entities:

- (1) Sichuan Changhong Electric Co., Ltd.;
- (2) Konka Group Co. Ltd.;
- (3) TCL Corporation;
- (4) Skyworth Group Co., Ltd.;
- (5) Hisense Electric Co. Ltd. Qingdao, China;
- (6) Haier Electrical Appliances Co., Ltd.;
- (7) Xiamen Overseas Chinese Electronic Co., Ltd.;
- (8) Soyea Technology Co., Ltd.;
- (9) Yisheng Technology Co., Ltd.;
- (10) LG Electronics (Shenyang) Inc.;
- (11) Hangzhou Jinlipu Electrical Co., Ltd.;
- (12) Shenzhen Techtop Industrial Co., Ltd

1 (13) Suntrue International

2 (14) Starlight Marketing Macao Commercial Offshore, Ltd.; and

3 (15) Hangzhou Huashan Electric Co., Ltd

4 **RESPONSE TO INTERROGATORY NO. 3**

5 Irico reasserts and incorporates each of the General Objections and Objections to the  
6 Definitions and Instructions set forth above. Irico also objects that this interrogatory is  
7 overbroad, unduly burdensome, and disproportionate to the needs of the case in resolving  
8 jurisdictional issues. Irico further objects that this interrogatory seeks information beyond the  
9 scope of what is relevant to resolving jurisdictional issues.

10 Subject to and without waiving the objections stated above, Irico responds that its  
11 investigation regarding this interrogatory is ongoing and it intends to supplement this response.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3**

13 Subject to and without waiving the objections stated above, Irico provides the information  
14 in Attachment 1. Irico further responds that its investigation regarding this interrogatory is  
15 ongoing and it intends to supplement this response.

16 **INTERROGATORY NO. 4**

17 Describe the corporate and/or business relationship between You and Irico (USA) Inc.,  
18 Including (i) any ownership interest You or any of Your Affiliates held in Irico (USA) Inc.; (ii)  
19 the organizational and ownership structure of Irico (USA) Inc.; (iii) the purpose(s) and scope of  
20 business of Irico (USA); and (iv) any activities conducted by Irico (USA) Inc. relating to the  
21 manufacture, marketing, sale or distribution of CRTs or CRT Products.

22 **RESPONSE TO INTERROGATORY NO. 4**

23 Irico reasserts and incorporates each of the General Objections and Objections to the  
24 Definitions and Instructions set forth above. Irico also objects that this interrogatory is  
25 overbroad, unduly burdensome, and disproportionate to the needs of the case in resolving  
26 jurisdictional issues. Irico further objects that this interrogatory seeks information beyond the  
27 scope of what is relevant to resolving jurisdictional issues.

1 Subject to and without waiving the objections stated above, Irico responds that its  
2 investigation regarding this interrogatory is ongoing and it intends to supplement this response.

3 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4**

4 **(a) Ownership and ownership structure of Irico (USA) Inc.**

5 Irico USA Inc. ("Irico USA") was a joint venture company established by capital  
6 contributions from Irico Group, CNEIECC, and American citizens Huang Xueli and Huang  
7 Maike. Irico USA was incorporated in Fremont, California on July 5, 1995. At the time Irico  
8 USA was established, Irico and CNEIECC respectively held 45.7% and 34.3% shares in the  
9 company.

10 On February 26, 1998, Huang Xueli and Huang Maike divested from Irico USA and sold  
11 its shares Irico. In 1999, CNEIECC also sold its shares to Irico, leaving Irico as the sole  
12 shareholder. At this point, Irico USA was run entirely by Irico's representative, General Manger  
13 Liu Feng.

14 On April 10, 2001, Liu Feng sold Irico USA to another California company, called INB  
15 Co., for \$1,000,000. This sale was not authorized by Irico. At the time of the transaction, Liu  
16 Feng was listed as the operator of INB Co. Then, on May 7, 2001, shortly after the transfer, Sun  
17 Xiaolin replaced Liu Feng as the registered operator of INB Co. On February 3, 2003, Irico USA  
18 was dissolved.

19 **(b) Purpose and scope of business of Irico USA**

20 According to the Shaanxi Province People's Government decree establishing Irico USA,  
21 the purpose of establishing Irico USA was to expand provincial exports of electromechanical  
22 products to North America and to develop trade, investment, and cooperation between China and  
23 the United States. IRI-CRT-00003498.

24 **(c) Activities conducted by Irico (USA) Inc. relating to the manufacture,**  
25 **marketing, sale or distribution of CRTs or CRT Products.**

26 Irico has not recovered any evidence that Irico USA ever manufactured, marketed, sold or  
27 distributed any CRTs or CRT Products in the United States. In 2001, after Liu Feng improperly  
28

1 sold Irico's shares of Irico USA, Irico conducted an audit. The resulting audit report revealed that  
 2 the only records kept of Irico USA's activities between 1995 and 2001 were (1) check stubs and  
 3 partial bank statements dating from between 1998 and 2001; and (2) the contract transferring  
 4 Irico USA to INB Co. The detailing of that evidence did not indicate that Irico USA ever  
 5 manufactured, marketed, sold or distributed any CRTs or CRT Products in the United States.

7 Dated: November 2, 2018

BAKER BOTTS LLP

9 /s/ Stuart C. Plunkett

Stuart C. Plunkett

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*Attorneys for Defendants*

*IRICO GROUP CORP. and*

*IRICO DISPLAY DEVICES CO., LTD.*

**CERTIFICATE OF SERVICE****In re: Cathode Ray Tube (CRT) Antitrust Litigation - MDL No. 1917**

I declare that I am employed in the County of San Francisco, California. I am over the age of eighteen years and not a party to the within case; my business address is: Baker Botts LLP, 101 California Street, Suite 3600, San Francisco, CA 94111.

On November 2, 2018, I served the following document(s) described as:

**IRICO DEFENDANTS' SUPPLEMENTAL OBJECTIONS AND RESPONSES  
TO INDIRECT PURCHASER PLAINTIFFS'  
SECOND SET OF INTERROGATORIES**

on the following interested parties in this action:

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*Lead Counsel for the Direct Purchaser  
Plaintiffs*

*Lead Counsel for the Indirect Purchaser  
Plaintiffs*

[X] (BY ELECTRONIC MAIL) I caused such documents to be sent to the persons at the email addressed listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 2, 2018 in San Francisco, California.

/s/ Reilly Stoler

Reilly Stoler



## ATTACHMENT 1

**Irico Group CRT Sales – 1995-2004**

Irico Group CRT Sales to Sichuan Changhong Electric Co., Ltd.									
	14"	18"	21"	14" (.28 Tube)	14" (.31 Tube)	15" Pure Flat	15" Pure Flat	21" Pure Flat	
1995									
1996	20,162	190,400	685,731		1,008				
1997			1,556,376						
1998			985,307						
1999	168		365,860						
2000	58,590		110,000						
2001	247,932								
2002	630,206								
2003	270,968					47,640	72,744	85,280	
2004	291,784						33,264	90,440	
Irico Electronics CRT Sales to Sichuan Changhong Electric Co., Ltd.									
	14"	18"	21"	14" (.28 Tube)	14" (.31 Tube)	15" Pure Flat	15" Pure Flat	21" Pure Flat	
1995	30,241	376,050	699,411						
1996		16,000	55,269	2					
1997- 2004									

Irico Group CRT Sales to Konka Group Co. Ltd									
	14"	18"	21"	21" PF Pure Flat	15" Pure Flat	21" Pure Flat			
1995									
1996	17,536	23,148	90,323						
1997	20,120		231,140						
1998	9,072		256,567						
1999	257,472		639,539						
2000	314,565		140,000						
2001	91,191								
2002	170,640								
2003	133,298			4,232	3,024	105,000			
2004	97,920				35,384	150,000			

Irico Electronics CRT Sales to Konka Group Co. Ltd									
	14"	18"	21"	14" (.28 Tube)	14" (.31 Tube)	15" Pure Flat	15" Pure Flat	21" Pure Flat	
1995	48,386	17,010	31,400						
1996	4,032	5,000	15,856						
1997- 2004									

Irico Group CRT Sales to TCL Corporation									
	14"	21"	15"	21" PF Pure Flat	15" Pure Flat	21" Pure Flat			
1995									
1996									
1997	31,392	57,610							
1998	3,024	51,098							
1999	16,464	608,119							
2000	252	199,670							
2001									
2002	46,552		11,260						
2003	17,136			119,592		216,639			
2004	74,352	5,080			840	392,200			

Irico Group CRT Sales to Skyworth Group Co., Ltd.									
	14"	18"	21"	15"	21" Pure Flat	21" Flat TV			
1995									
1996									
1997	3,024		10,120						
1998	7,140								
1999	924		70,256	6					
2000	12,096								
2001	24,864								
2002	18,144								
2003	10,992		10,000		41,480	171,480			
2004	38,352	200				313,680			
Irico Electronics CRT Sales to Skyworth Group Co., Ltd.									
	14"	18"	21"	15"	21" Pure	21" Flat TV			
1995	12,600								
1996									
1997-2004									

Irico Group CRT Sales to Hisense Electric Co. Ltd.									
	14"	18"	21"	21" CRT 700 Line	14" B Tube	21"PF Pure Flat	15" Pure Flat	21" Pure Flat	
1995									
1996	5,548	16,200	87,820						
1997	4,200	8,401	171,161	3					
1998	36		238,931						
1999	4,200	2,000	285,617		9,996				
2000	31,284		120,960						
2001	2,035	10,000							
2002	32,112	8,020							
2003	108,796					17,258	2	50,480	
2004	119,453		12,600				792	108,184	
Irico Electronics CRT Sales to Hisense Electric Co. Ltd.									
	14"	18"	21"	21" CRT 700 Line	14" B Tube	21" PF Pure Flat	15" Pure Flat	21" Pure Flat	
1995	2,185	37,470	42,180						
1996		100	3,041						
1997- 2004									

Irico Group CRT Sales to Haier Electrical Appliances Co., Ltd.									
	14"	21"	21" B Tube	15" PF Pure Flat	15" Pure Flat	21" Pure Flat			
1995									
1996									
1997									
1998	2,214	9,000							
1999	1,044	43,904	4,654						
2000	34,814	8,164							
2001	86,573								
2002	273,204			452					
2003	55,426				1,248	62,848			
2004	145,754	216			26,450	86,240			

Irico Group CRT Sales to Xiamen Overseas Chinese Electronic Co., Ltd.										
	14"	14" 0.28 Tube	21"	.39 Tube	15"	15" Monitor	15PF 15" Pure Flat	21PF 21" Pure Flat	15" Pure Flat	21" Pure Flat
1995										
1996										
1997			82,929							
1998	9,072		66,200							
1999	76,832		110,560							
2000	20,496		15,120		24,276	17,136			17,136	
2001	4,368				5,040					
2002	122,112									
2003	52,164						4,048	16		17,160
2004	5,952								2,352	61,193

Irico Electronics CRT Sales to Xiamen Overseas Chinese Electronic Co., Ltd.										
	14"	18"	21"	14" High Definition	14" Medium Definition					
1995	43,347		34,002	1,010	4,538					
1996										
1997- 2004										



Irico Group CRT Sales to Soyea Technology Co., Ltd.									
	14"	21"	21" Pure Flat	21"PF Pure Flat					
1995									
1996									
1997									
1998									
1999		41,200							
2000									
2001	72								
2002	32,040								
2003	12,984		5,824	2,884					
2004	8,804		1,123						

Irico Group CRT Sales to LG Electronics (Shenyang) Inc.									
	15"								
1995									
1996									
1997									
1998									
1999									
2000	27,288								
2001	115,409								
2002	120								
2003									
2004									

Irico Group CRT Sales to Hangzhou Jinlipu Electrical Co., Ltd.									
	14"	21"	14" B Tube	15"	15" CD Electronic Gun				
1995									
1996									
1997									
1998					38				
1999	5,040	4,480	2,352						
2000									
2001				1,008					
2002									
2003			2,688						
2004									

**Irigo Display CRT Sales – 2004-2007**

<b>Irigo Display CRT Sales to Sichuan Changhong Electric Co., Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2004	21" Flat	652520
2004	25" Flat	161136
2004	25" Pure Flat	101032
2004	29" High Definition	4832
2004	29" Detail Spacer	2048
2005	21" Flat	519481
2005	25" Flat	180859
2005	25" Pure Flat	94041
2006	21" Flat	959270
2006	25" Flat	298702
2006	25" Pure Flat	179830
2007	21" Flat	377368
2007	21" PF Pure Flat	9696
2007	25" Flat	132698
2007	25" Pure Flat	81784
2007	29" Pure Flat	78643

<b>Irico Display CRT Sales to Konka Group Co. Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2004	21" Flat	519592
2004	21" Thick Tube	232
2004	25" Pure Flat	262000
2004	25" Flat	272480
2004	29" Pure Flat	15668
2005	21" Flat	247818
2005	25" Pure Flat	107480
2005	25" Flat	176292
2006	21" Flat	543148
2006	25" Pure Flat	302044
2006	25" Flat	198801
2006	29" Pure Flat	112
2007	21" Flat	583457
2007	25" Pure Flat	158896
2007	25" Flat	166546
2007	29" Pure Flat	71344

<b>Irico Display CRT Sales to TCL Corporation</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2004	21" Flat	1063013
2004	25" Pure Flat	291275
2004	25" Flat	185376
2004	29" High Definition Tube	22336
2005	25"PF Pure Flat	5751
2005	21" Flat	234282
2005	25" Pure Flat	269126
2005	25" Flat	85412
2005	29" Pure Flat	1920
2005	29" High Definition Tube	13696
2006	21" Flat	19200
2006	25" Pure Flat	33816
2006	25" PF Pure Flat	4752
2006	25" PF Pure Flat	15672
2006	25" FS	1152
2006	21" FS	1056
2006	21" Flat	504836
2006	25" Pure Flat	202672
2006	25" Flat	19324
2007	21" Pure Flat	129024
2007	25" Pure Flat	12096
2007	21" Flat	709072
2007	25" Pure Flat	304272
2007	25" Flat	40250
2007	29" Pure Flat	72048

<b>Irico Display CRT Sales to Skyworth Group Co., Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2005	21" Flat	5632
2005	25" Pure Flat	2000
2005	25" Flat	20000
2006	21" Flat	60960
2006	25" Pure Flat	37040
2006	25" Flat	150560
2007	21" Flat	169776
2007	25" Pure Flat	3120
2007	25" Flat	45240

<b>Irico Display CRT Sales to Hisense Electric Co. Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2004	21" Flat	571976
2004	25" Flat	294167
2004	25" Pure Flat	22856
2004	29" Pure Flat	1320
2005	21" Flat	331132
2005	25" Flat	236906
2005	25" Pure Flat	54954
2005	29" Pure Flat	328
2006	21"	40822
2006	21" Flat	464273
2006	25" Flat	294454
2006	25" Pure Flat	19560
2007	21" PF Pure Flat	1600
2007	21" Flat	368714
2007	25" Flat	83267
2007	25" Pure Flat	14298
2007	29" Pure Flat	19438



<b>Irico Display CRT Sales to Haier Electrical Appliances Co., Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2004	21" Flat	140108
2004	25" Pure Flat	135280
2004	25" Flat	112031
2004	29"	1600
2005	21" Flat	30200
2005	25" Pure Flat	45375
2005	25" Flat	117851
2005	29"	848
2006	25" Flat	12696
2007	21" Flat	100224
2007	25" Flat	24616

<b>Irico Display CRT Sales to Xiamen Overseas Chinese Electronic Co., Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2004	21" Flat	125840
2004	25" Flat	77728
2004	25" Pure Flat	8672
2005	21" Flat	90775
2005	25" Flat	63136
2005	25" Pure Flat	30760
2006	21" Flat	206640
2006	25" Flat	207256
2006	25" Pure Flat	41900
2007	21" Flat	816
2007	25" Flat	25920
2007	25" Pure Flat	10400

<b>Irico Display CRT Sales to Soyea Technology Co., Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2004	21" Flat	70504
2004	25" Flat	2400
2004	25" Pure Flat	17620
2004	29"	64
2005	21" Flat	13720
2005	25" Flat	2840
2005	25" Pure Flat	15866
2006	21" Flat	57344
2006	25" Flat	31504
2006	25" Pure Flat	26800
2007	21" Flat	8544
2007	25" Flat	3000
2007	25" Pure Flat	104
2007	29"	1104

<b>Irico Display CRT Sales to Yisheng Technology Co., Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2005	21" Flat	17912
2005	25" Flat	10360
2005	25" Pure Flat	2489
2005	29" Pure Flat	1216
2006	21" Flat	37770
2006	25" Flat	23759
2006	25" Pure Flat	19665
2006	29" Pure Flat	384
2007	21" Flat	158124
2007	25" Flat	10916
2007	25" Pure Flat	3125
2007	29" Pure Flat	1920

<b>Irico Display CRT Sales to LG Electronics (Shenyang) Inc.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2007	21" FS	253
2007	29" Pure Flat	117
2007	14"	9600

<b>Irico Display CRT Sales to Hangzhou Jinlipu Electrical Co., Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2004	21" Flat	4160
2004	25" Flat	66310
2005	21" Flat	61456
2005	25" Flat	1696
2006	21" Flat	29952
2006	25" Flat	5280
2007	21" Flat	27616
2007	25" Pure Flat	1000
2007	25" Flat	4640
2007	29"	1022

<b>Irico Display CRT Sales to Shenzhen Tehtop Industrial Co., Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2005	21" Flat	432
2005	25" Flat	608
2005	29"	96
2006	25" Flat	5280
2007	21" Flat	2682
2007	25" Flat	15256
2007	29"	2134

<b>Irico Display CRT Sales to Hangzhou Huashan Electric Co., Ltd.</b>		
<b>Year</b>	<b>Type</b>	<b>Quantity</b>
2007	25" Flat	1200



# **Exhibit 11**

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10 *Attorneys for Defendants*  
11 *IRICO GROUP CORP. and*  
12 *IRICO DISPLAY DEVICES CO., LTD.*

13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15 **SAN FRANCISCO DIVISION**

17 IN RE: CATHODE RAY TUBE (CRT)  
18 ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-JST  
(N.D. Cal.)

MDL No. 1917

19 This Document Relates to:  
20 ALL INDIRECT PURCHASER ACTIONS  
21

**IRICO DEFENDANTS' CORRECTED  
SUPPLEMENTAL OBJECTIONS AND  
RESPONSES TO INDIRECT  
PURCHASER PLAINTIFFS' SECOND  
SET OF INTERROGATORIES**

22  
23  
24 PROPOUNDING PARTY: Indirect Purchaser Plaintiffs  
25 RESPONDING PARTIES: Irico Group Corporation  
Irico Display Devices Co., Ltd.  
26 SET NUMBER: Two  
27

28  
IRICO'S CORRECTED SUPPLEMENTAL  
OBJECTIONS AND RESPONSES TO IPP'S  
SECOND SET OF INTERROGATORIES

Master File No. 3:07-cv-05944-JST  
MDL No. 1917

Pursuant to Federal Rules of Civil Procedure 26 and 33, Irico Group Corporation and Irico Display Devices Co, Ltd. (collectively, “Irico” or “Irico Defendants”) hereby correct their responses to the Indirect Purchaser Plaintiffs’ (“Plaintiff”) Second Set of Interrogatories (“Interrogatories”). Irico reserves the right to amend or supplement these Objections and Responses (the “Responses”) to the extent allowed by the Federal Rules of Civil Procedure and the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California (“Local Rules”). Subject to and without waiving any of Irico’s General and Specific Objections as set forth below, Irico is willing to meet and confer with Plaintiff regarding such General and Specific Objections.

The following Responses are made only for purposes of this case. The Responses are subject to all objections as to relevance, materiality and admissibility, and to any and all objections on any ground that would require exclusion of any response if it were introduced in court. All evidentiary objections and grounds are expressly reserved.

These Responses are subject to the provisions of the Stipulated Protective Order that the Court issued on June 18, 2008 (“Protective Order”). Irico’s Responses are hereby designated “Confidential” in accordance with the provisions of the Protective Order.

### **GENERAL OBJECTIONS**

Irico makes the following General Objections to Plaintiff’s Interrogatories:

1. Irico’s Responses are based upon information available to and located by Irico as of the date of service of these Responses. In responding to Plaintiff’s Interrogatories, Irico states that it has conducted, or will conduct, a diligent search, reasonable in scope, of those files and records in its possession, custody, or control believed to likely contain information responsive to Plaintiff’s Interrogatories.

2. No express, incidental, or implied admissions are intended by these Responses and should not be read or construed as such.

3. Irico does not intend, and its Responses should not be construed as, an agreement or acquiescence with any characterization of fact, assumption, or conclusion of law contained in

1 or implied by the Interrogatories.

2 4. To the extent that Irico responds to Plaintiff's Interrogatories by stating that Irico  
3 will produce or make available for examination responsive information or documents, Irico does  
4 not represent that any such information or documents exist. Irico will make a good faith and  
5 reasonable attempt to ascertain whether information responsive to Plaintiff's Interrogatories exists  
6 and is properly producible, and will produce or make available for examination non-privileged  
7 responsive materials to the extent any are located during the course of a reasonable search.

8 5. Irico objects to Plaintiff's Interrogatories to the extent that they are overly broad,  
9 unduly burdensome, oppressive, and duplicative to the extent that they seek information or  
10 documents that are already in the possession, custody, or control of Plaintiff.

11 6. Irico objects to Plaintiff's Interrogatories to the extent that they seek to impose  
12 obligations on Irico beyond those of the Federal Rules of Civil Procedure, the Local Rules, or any  
13 Order of this Court.

14 7. Irico objects to Plaintiff's Interrogatories to the extent they seek information that is  
15 not relevant to jurisdictional issues or disproportionate to the needs of the case in resolving such  
16 jurisdictional issues.

17 8. Irico objects to Plaintiff's Interrogatories to the extent that they are vague,  
18 ambiguous, or susceptible to more than one interpretation. Irico shall attempt to construe such  
19 vague or ambiguous Interrogatories so as to provide for the production of responsive information  
20 that is proportionate to the needs of the case. If Plaintiff subsequently asserts an interpretation of  
21 any Interrogatory that differs from Irico's understanding, Irico reserves the right to supplement or  
22 amend its Responses.

23 9. Irico objects to Plaintiff's Interrogatories to the extent that they contain terms that  
24 are insufficiently or imprecisely defined. Irico shall attempt to construe such vague or ambiguous  
25 Interrogatories so as to provide for the production of responsive information that is proportionate  
26 to the needs of the case.

27 10. Irico objects to Plaintiff's Interrogatories to the extent that they seek information  
28

1 that is protected from disclosure by the attorney-client privilege, work product doctrine, joint  
2 defense or common interest privilege, self-evaluative privilege, or any other applicable privilege  
3 or immunity. Irico will provide only information that it believes to be non-privileged and  
4 otherwise properly discoverable. None of Irico's responses is intended nor should be construed as  
5 a waiver of any such privilege or immunity. The inadvertent or mistaken provision of any  
6 information or responsive documents subject to any such doctrine, privilege, protection or  
7 immunity from production shall not constitute a general, inadvertent, implicit, subject-matter,  
8 separate, independent or other waiver of such doctrine, privilege, protection or immunity from  
9 production.

10 11. Irico objects to Plaintiff's Interrogatories to the extent that they call for  
11 information that is not in the possession, custody, or control of Irico. Irico also objects to the  
12 extent that any of Plaintiff's Interrogatories seek information from non-parties or third parties,  
13 including but not limited to any of Irico's subsidiary or affiliated companies.

14 12. Irico objects to Plaintiff's Interrogatories to the extent that responding would  
15 require Irico to violate the privacy and/or confidentiality of a third party or confidentiality  
16 agreement with a third party.

17 13. Irico objects to Plaintiff's Interrogatories to the extent that they seek information  
18 that is publicly available, already in Plaintiffs' possession, custody, or control, or more readily  
19 available from other sources.

20 14. Irico objects to Plaintiff's Interrogatories to the extent that they seek information  
21 or documents concerning transactions outside the United States. Such Interrogatories are unduly  
22 burdensome and irrelevant because they do not relate to actions by Irico in or causing a direct  
23 effect in the United States. Such Interrogatories are also unduly burdensome and irrelevant to this  
24 pending action as Plaintiffs' class definition is confined to "individuals and entities that indirectly  
25 purchased Cathode Ray Tube Products . . . in the United States" (see Indirect Purchaser Plaintiffs'  
26 Fourth Consolidated Amended Complaint).

27 15. Irico objects to Plaintiff's Interrogatories to the extent that compliance would

1 require Irico to violate the laws, regulations, procedures, or orders of a judicial or regulatory body  
2 of foreign jurisdictions.

3 16. Irico's responses, whether now or in the future, pursuant to Plaintiff's  
4 Interrogatories should not be construed as either (i) a waiver of any of Irico's general or specific  
5 objections or (ii) an admission that such information or documents are either relevant or  
6 admissible as evidence.

7 17. Irico objects to Plaintiff's Interrogatories to the extent that compliance would  
8 require Irico to seek information stored on backup or archived databases or other systems that are  
9 not readily accessible or otherwise no longer active.

10 18. Irico objects to Plaintiff's Interrogatories to the extent that they are compound  
11 and/or contain discrete subparts in violation of Federal Rule of Civil Procedure 33(a)(1).

12 19. Irico objects to Plaintiff's Interrogatories to the extent that they state and/or call for  
13 legal conclusions.

14 20. Irico objects to the Interrogatories to the extent that they contain express or  
15 implied assumptions of fact or law with respect to the matters at issue in this case.

16 21. Irico objects that Plaintiff's Interrogatories are irrelevant and premature because  
17 the Court has not set a schedule for jurisdictional discovery or briefing that applies to Plaintiff.

18 22. Irico reserves the right to assert additional General and Specific Objections as  
19 appropriate to supplement these Responses.

20 These General Objections apply to each Interrogatory as though restated in full in the  
21 responses thereto. The failure to mention any of the foregoing General Objections in the specific  
22 responses set forth below shall not be deemed as a waiver of such objections or limitations.

23 **GENERAL OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

24 1. Irico objects to the definitions of "You" and "Your" to the extent that Plaintiff  
25 defines those terms to include the Irico's "present and former members, officer, agents,  
26 employees, and all other persons acting or purporting to act on their behalf." This definition is  
27 legally incorrect, overbroad, unduly burdensome, vague, and ambiguous. Irico also objects to the  
28

1 inclusion of “all present and former directors, officers, Employees, agents, representatives or any  
 2 Persons acting or purporting to act on behalf of” Irico within this definition to the extent it  
 3 purports to encompass information that is protected by attorney-client privilege, work product  
 4 protection or any other applicable doctrine, privilege, protection or immunity or otherwise calls  
 5 for a legal conclusion.

6 2. Irico objects to the definition of “Affiliate” as overbroad, unduly burdensome,  
 7 vague, and ambiguous. Irico further objects to the definition because it includes entities that are  
 8 not, or were not during the relevant time period, affiliates of Irico.

9 3. Irico objects to the definitions of “CRT” and “CRT Products” (Definitions No. 6  
 10 and 7) on the grounds that they are vague, ambiguous and overly broad. Irico further objects to  
 11 the use of the term “CRT Products” to the extent that it is inconsistent with the definition of  
 12 “CRT Products” as set forth in Plaintiff’s pleadings.

13 4. Irico objects to the Instructions to the extent they purport to impose burdens or  
 14 obligations broader than, inconsistent with, or not authorized under the Federal Rules of Civil  
 15 Procedure or other applicable rule or Order of this Court.

## 16 **SPECIFIC RESPONSES TO INTERROGATORIES**

### 17 **INTERROGATORY NO. 3**

18 State by year and by size and type how many Irico CRTs and/or CRT Products (in both  
 19 number of units and revenue in U.S. dollars) were sold by You or Your Affiliates to the following  
 20 entities:

- 21 (1) Sichuan Changhong Electric Co., Ltd.;
- 22 (2) Konka Group Co. Ltd.;
- 23 (3) TCL Corporation;
- 24 (4) Skyworth Group Co., Ltd.;
- 25 (5) Hisense Electric Co. Ltd. Qingdao, China;
- 26 (6) Haier Electrical Appliances Co., Ltd.;
- 27 (7) Xiamen Overseas Chinese Electronic Co., Ltd.;

(8) Soyea Technology Co., Ltd.;

(9) Yisheng Technology Co., Ltd.;

(10) LG Electronics (Shenyang) Inc.;

(11) Hangzhou Jinlipu Electrical Co., Ltd.;

(12) Shenzhen Techtop Industrial Co., Ltd

(13) Suntrue International

(14) Starlight Marketing Macao Commercial Offshore, Ltd.; and

(15) Hangzhou Huashan Electric Co., Ltd

### **RESPONSE TO INTERROGATORY NO. 3**

Irico reasserts and incorporates each of the General Objections and Objections to the Definitions and Instructions set forth above. Irico also objects that this interrogatory is overbroad, unduly burdensome, and disproportionate to the needs of the case in resolving jurisdictional issues. Irico further objects that this interrogatory seeks information beyond the scope of what is relevant to resolving jurisdictional issues.

Subject to and without waiving the objections stated above, Irico responds that its investigation regarding this interrogatory is ongoing and it intends to supplement this response.

### **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3**

Subject to and without waiving the objections stated above, Irico provides the information in Attachment 1. Irico further responds that its investigation regarding this interrogatory is ongoing and it intends to supplement this response.

### **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3**

Subject to and without waiving the objections stated above, Irico provides the information in Attachment 2. Irico further responds that its investigation regarding this interrogatory is ongoing and it intends to supplement this response.

### **THIRD SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3**

Subject to and without waiving the objections stated above and pursuant to IPPs' January 16th request, Irico provides the information in Attachment 4.



**CORRECTED SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3**

Irigo has identified mathematical errors that resulted in incorrect revenue information contained in Attachment 2 regarding Irigo Display's revenues from sales of CRTs to Sichuan Changhong Electric Co., Ltd. and TCL Corporation. Subject to and without waiving the objections stated above, Irigo hereby provides a corrected Attachment 2.

Dated: April 11, 2019

BAKER BOTTS LLP

/s/ Stuart C. Plunkett

Stuart C. Plunkett

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*Attorneys for Defendants*

*IRICO GROUP CORP. and*

*IRICO DISPLAY DEVICES CO., LTD.*

**CERTIFICATE OF SERVICE****In re: Cathode Ray Tube (CRT) Antitrust Litigation - MDL No. 1917**

I declare that I am employed in Washington, District of Columbia. I am over the age of eighteen years and not a party to the within case; my business address is: Baker Botts L.L.P., 1299 Pennsylvania Avenue, Washington, DC 20004.

On April 11, 2019, I served the following document(s) described as:

**IRICO DEFENDANTS' CORRECTED SUPPLEMENTAL OBJECTIONS AND  
RESPONSES TO INDIRECT PURCHASER PLAINTIFFS'  
SECOND SET OF INTERROGATORIES**

on the following interested parties in this action:

Guido Saveri (guido@saveri.com)  
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Plaintiffs*

*Lead Counsel for the Indirect Purchaser  
Plaintiffs*

[X] (BY ELECTRONIC MAIL) I caused such documents to be sent to the persons at the email addressed listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 11, 2019 in Washington, District of Columbia.

/s/ Thomas Carter

Thomas Carter

**ATTACHMENT 2**

(CORRECTED)

**Irigo Group CRT Sales 1995-2004****Irigo Group CRT Sales to Sichuan Changhong Electric Co., Ltd.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	858,559,800
1996	700,069,860
1997	870,033,102
1998	436,229,630
1999	146,136,763
2000	61,870,953
2001	54,500,741
2002	124,523,818
2003	122,382,064
2004	99,291,088

**Irigo Group CRT Sales to Konka Group Co. Ltd.**

1995	58,176,714
1996	121,803,006
1997	148,306,895
1998	118,022,318
1999	350,819,262
2000	98,848,261
2001	22,108,068
2002	36,227,484
2003	90,466,477
2004	88,541,342

**Irigo Group CRT Sales to TCL Corporation**

1995	-
1996	-
1997	40,056,832
1998	24,304,026
1999	280,119,603
2000	82,989,692
2001	-
2002	13,519,368
2003	148,046,615
2004	143,262,496

**Irigo Group CRT Sales to Skyworth Group Co., Ltd.**

1995	5,279,400
1996	-

1997	5,730,974
1998	1,922,308
1999	31,987,015
2000	3,532,308
2001	5,993,436
2002	3,944,410
2003	95,013,567
2004	134,696,231

**Irico Group CRT Sales to Hisense Electric Co. Ltd. Qingdao, China**

1995	34,323,197
1996	77,759,816
1997	104,972,990
1998	112,497,778
1999	138,228,288
2000	59,596,581
2001	3,694,833
2002	9,638,735
2003	51,702,624
2004	71,213,145

**Irico Group CRT Sales to Haier Electrical Appliances Co., Ltd.**

1995	-
1996	-
1997	-
1998	4,766,162
1999	22,710,274
2000	13,657,577
2001	20,242,874
2002	59,231,683
2003	38,800,272
2004	70,633,152

**Irico Group CRT Sales to Xiamen Overseas Chinese Electronic Co., Ltd.**

1995	50,227,441
1996	46,514,214
1997	51,910,862
1998	33,893,778
1999	75,527,293
2000	34,252,702
2001	3,454,771
2002	26,755,501
2003	19,537,911
2004	26,312,325

**Irico Group CRT Sales to Soyea Technology Co., Ltd.**

1995	-
1996	-
1997	-
1998	-
1999	19,340,855
2000	-
2001	18,462
2002	6,974,215
2003	6,554,082
2004	2,186,615

**Irico Group CRT Sales to LG Electronics (Shenyang) Inc.**

1995	-
1996	-
1997	-
1998	-
1999	-
2000	14,439,127
2001	48,442,431
2002	41,026
2003	-
2004	-

**Irico Group CRT Sales to Hangzhou Jinlipu Electrical Co., Ltd.**

1995	-
1996	-
1997	-
1998	17,863
1999	3,910,427
2000	-
2001	370,462
2002	-
2003	448,000
2004	-

**Irico Display CRT Sales 1995-2007****Irico Display CRT Sales to Sichuan Changhong Electric Co., Ltd.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	227,706,900
1996	551,131,400
1997	454,016,800
1998	420,617,900
1999	143,262,000
2000	329,579,500
2001	507,579,000
2002	492,712,800
2003	402,227,400
2004	368,406,100
2005	230,071,000
2006	344,879,900
2007	155,011,200

**Irico Display CRT Sales to Konka Group Co. Ltd.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	2,762,700
1996	97,588,900
1997	12,754,200
1998	218,267,800
1999	1,833,196,400
2000	327,381,200
2001	213,080,500
2002	482,104,200
2003	461,363,000
2004	463,421,800
2005	170,487,200
2006	303,186,500
2007	242,497,300

**Irico Display CRT Sales to TCL Corporation**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	-
1996	3,500,900
1997	-
1998	-
1999	26,232,100
2000	180,190,200
2001	344,030,400
2002	544,187,900
2003	494,380,600

2004	690,334,900
2005	236,950,500
2006	201,086,700
2007	271,950,900

**Irico Display CRT Sales to Skyworth Group Co., Ltd.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	-
1996	-
1997	-
1998	-
1999	-
2000	-
2001	-
2002	-
2003	-
2004	-
2005	6,892,000
2006	64,955,100
2007	45,276,300

**Irico Display CRT Sales to Hisense Electric Co. Ltd. Qingdao, China**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	6,845,500
1996	32,851,400
1997	26,468,700
1998	60,841,100
1999	65,057,400
2000	326,827,600
2001	396,683,300
2002	417,686,900
2003	325,748,200
2004	321,908,700
2005	178,289,700
2006	161,369,800
2007	54,062,700

**Irico Display CRT Sales to Haier Electrical Appliances Co., Ltd.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	-
1996	-
1997	-
1998	-
1999	-
2000	90,348,500



2001	586,380,500
2002	255,612,100
2003	252,054,000
2004	184,260,400
2005	75,545,000
2006	3,760,900
2007	24,730,600

**Irico Display CRT Sales to Xiamen Overseas Chinese Electronic Co., Ltd.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	19,453,900
1996	11,440,600
1997	16,884,800
1998	21,348,000
1999	62,778,000
2000	86,063,500
2001	83,823,400
2002	137,457,500
2003	106,081,600
2004	78,593,300
2005	55,923,300
2006	132,492,500
2007	11,533,000

**Irico Display CRT Sales to Soyea Technology Co., Ltd.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	-
1996	-
1997	-
1998	-
1999	19,773,200
2000	29,739,300
2001	26,952,900
2002	70,213,100
2003	87,400,400
2004	33,034,000
2005	12,072,500
2006	32,530,100
2007	3,081,500

**Irico Display CRT Sales to Yisheng Technology Co., Ltd.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	-
1996	-
1997	-

1998	-
1999	-
2000	-
2001	-
2002	-
2003	-
2004	-
2005	7,906,900
2006	21,573,600
2007	31,662,400

**Irico Display CRT Sales to LG Electronics (Shenyang) Inc.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	-
1996	-
1997	-
1998	-
1999	-
2000	-
2001	-
2002	-
2003	-
2004	-
2005	-
2006	-
2007	156,800

**Irico Display CRT Sales to Hangzhou Jinlipu Electrical Co., Ltd.**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	-
1996	-
1997	-
1998	1,344,300
1999	-
2000	-
2001	-
2002	1,456,100
2003	9,047,900
2004	28,571,100
2005	14,742,600
2006	8,508,000
2007	7,411,000

**Irico Display CRT Sales to Shenzhen Techtop Industrial Co., Ltd**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
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1995	-
1996	-
1997	-
1998	-
1999	-
2000	-
2001	-
2002	-
2003	-
2004	-
2005	313,000
2006	6,020,000
2007	6,370,500

**Irico Display CRT Sales to Hangzhou Huashan Electric Co., Ltd**

<b>Year</b>	<b>Annual Revenue (in RMB)</b>
1995	-
1996	-
1997	-
1998	-
1999	-
2000	-
2001	-
2002	-
2003	-
2004	-
2005	-
2006	-
2007	317,900